

APPROVED September 6, 1968

## Report of the Board of Park Commissioners Relative to the North Burial Ground

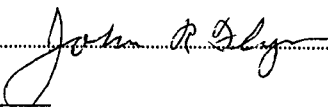
To the Honorable, the City Council of the City of Providence:

The Board of Park Commissioners report that they have received from the following named persons, the following sums of money, the income thereof to be applied to the preservation and care of the following specified burial lots in said grounds, respectively as follows:

From	The Sum of	For Lot Standing in Name of
Hagop Zorabedian & wf. Agnes	53.00	Same
Jesse Chapman	75.00	"
Leroy Oliver Webster & wf. Lucy	53.00	"
Peter Syintsakos	145.00	"
Raymond J. Giddings	23.00	"
Sarah Taylor	23.00	"

and recommend the passage of the accompanying Resolution.

Respectfully submitted for the Board of Park Commissioners,

 Chairman.

### Resolution of the City Council

RESOLVED, That the following gifts of the following sums of money, to the Board of Park Commissioners, in trust, the income thereof to be applied, under the provisions of Chapter 367 of the Public Laws, January Session 1861, to the preservation and care of the following specified burial lots in said ground be and the same are hereby respectively accepted as follows, viz:

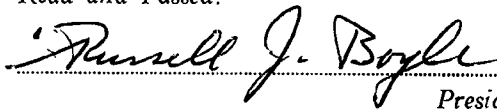
From	The Sum of	For Lot Standing in Name of	Fund Accepted Under the Name of
Hagop Zorabedian & wf. Agnes	53.00	Same	Same
Jesse Chapman	75.00	"	"
Lucy Leroy Oliver Webster & wf.	53.00	"	"
Peter Syintsakos	145.00	"	"
Raymond J. Giddings	23.00	"	"
Sarah Taylor	23.00	"	"

In City Council,

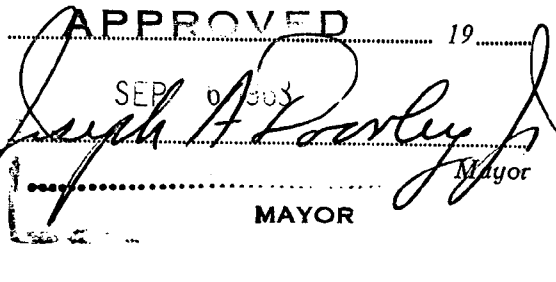
Approved,

SEP 5 - 1968

Read and Passed.

 President

 Clerk

APPROVED  
SEP 6 1968  
 Mayor

MAYOR

# IN CITY COUNCIL

AUG 15 1968

FIRST READING  
REFERRED TO COMMITTEE ON  
~~FINANCE~~

*Winnit Cooper*  
CLERK

THE COMMITTEE ON

*Finance*  
Approves Passage of  
The Within Resolution

*Winnit Cooper*  
Aug 29, 1968  
Clerk

APPROVED September 6, 1968

# Report of the Board of Park Commissioners Relative to the North Burial Ground

To the Honorable, the City Council of the City of Providence:

The Board of Park Commissioners report that they have received from the following named persons, the following sums of money, the income thereof to be applied to the preservation and care of the following specified burial lots in said grounds, respectively as follows:

From	The Sum of	For Lot Standing in Name of
Angela Cristuck	23.00	Same
Sarah Menissian	53.00	"
Ralph Andren & wf. Viola	54.00	"
Leo Mitchell	75.00	"
Doris Greene	23.00	"
Alger Roderick Swanson, Mabel Swanson and Ruth Swanson	75.00	"

and recommend the passage of the accompanying Resolution.

Respectfully submitted for the Board of Park Commissioners,

*John A. Glyn*  
Chairman.

## Resolution of the City Council

RESOLVED, That the following gifts of the following sums of money, to the Board of Park Commissioners, in trust, the income thereof to be applied, under the provisions of Chapter 367 of the Public Laws, January Session 1861, to the preservation and care of the following specified burial lots in said ground be and the same are hereby respectively ~~accepted as follows, viz:~~

From	The Sum of	For Lot Standing in Name of	Fund Accepted Under the Name of
Angela Cristuck	23.00	Same	Same
Sarah Menissian	53.00	"	"
Ralph Andren & wf. Viola	54.00	"	"
Leo Mitchell	75.00	"	"
Doris Greene	23.00	"	"
Alger Roderick Swanson, Mabel Swanson and Ruth Swanson	75.00	"	"

In City Council,

Approved,

SEP 5 - 1968  
Read and Passed.  
*Russell J. Boyle* President  
*Vincent Cuspi* Clerk

APPROVED  
SEP 6 1968  
*Joseph A. Pawley* Mayor  
MAYOR

IN CITY  
COUNCIL

AUG 15 1968

FIRST READING  
REFERRED ~~FINANCE~~  
.....  
Committee Clerk

THE COMMITTEE ON  
.....  
Approves Passage of  
The Within Resolution

Committee Clerk  
Aug 29 1968  
Clerk

APPROVED September 6, 1968

## Report of the Board of Park Commissioners Relative to the North Burial Ground

To the Honorable, the City Council of the City of Providence:

The Board of Park Commissioners report that they have received from the following named persons, the following sums of money, the income thereof to be applied to the preservation and care of the following specified burial lots in said grounds, respectively as follows:

From	The Sum of	For Lot Standing in Name of
Constantine G. Christelis	55.00	Same
Edith O'Neill	23.00	"
Harold Trafford	23.00	"
John R. Lavallee	20.00	"
Oakley E. Case	23.00	"
John F. Wynne	294.75	William J. Rexford

and recommend the passage of the accompanying Resolution.

Respectfully submitted for the Board of Park Commissioners,

*John R. Slyn*

Chairman.

### Resolution of the City Council

RESOLVED, That the following gifts of the following sums of money, to the Board of Park Commissioners, in trust, the income thereof to be applied, under the provisions of Chapter 367 of the Public Laws, January Session 1861, to the preservation and care of the following specified burial lots in said ground be and the same are hereby respectively accepted, as follows, viz:

From	The Sum of	For Lot Standing in Name of	Fund Accepted Under the Name of
Constantine G. Christelis	55.00	Same	Same
Edith O'Neill	23.00	"	"
Harold Trafford	23.00	"	"
John R. Lavallee	20.00	"	"
Oakley E. Case	23.00	"	"
John F. Wynne	294.75	William J. Rexford	John F. Wynne

In City Council,

Approved,

SEP 5 - 1968

APPROVED

Read and Passed.

*Russell J. Boyle*

President

*Vernant C. Culp*

Clerk

*Joseph A. Dowley*

MAYOR

IN CITY  
COUNCIL

MAY 15 1968

FIRST READING  
REFERRED TO COMMITTEE ON  
FINANCE

*Wm. H. Cooper*  
CLERK

THE COMMITTEE ON  
*Finance*  
Approves Passage of  
The Within Resolution

*Thomas H. Cooper*  
Chairman  
May 29, 1968  
*Wm. H. Cooper*  
Clerk

APPROVED September 6, 1968

## Report of the Board of Park Commissioners Relative to the North Burial Ground

To the Honorable, the City Council of the City of Providence:

The Board of Park Commissioners report that they have received from the following named persons, the following sums of money, the income thereof to be applied to the preservation and care of the following specified burial lots in said grounds, respectively as follows:

From	The Sum of	For Lot Standing in Name of
Arhondo Downetos	75.00	Same
Walter Mouradjian	75.00	"
Vartan Vartanian	73.00	"
Despina Boucias	23.00	"
Catherine R. Fisher George E. Rhodes &	23.00	"
Sven Person	23.00	"

and recommend the passage of the accompanying Resolution.

Respectfully submitted for the Board of Park Commissioners,

*John A. Flynn*

Chairman.

### Resolution of the City Council

RESOLVED, That the following gifts of the following sums of money, to the Board of Park Commissioners, in trust, the income thereof to be applied, under the provisions of Chapter 367 of the Public Laws, January Session 1861, to the preservation and care of the following specified burial lots in said ground be and the same are hereby respectively accepted ~~as follows, viz:~~

From	The Sum of	For Lot Standing in Name of	Fund Accepted Under the Name of
Arhondo Downetos	75.00	Same	Same
Walter Mouradjian	75.00	"	"
Vartan Vartanian	73.00	"	"
Despina Boucias	23.00	"	"
Catherine R. Fisher George E. Rhodes &	23.00	"	"
Sven Person	23.00	"	"

In City Council,

SEP 5 - 1968

Read and Passed.

*Russell J. Boyle*  
President

*Amint Ursin*  
Clerk

Approved,

APPROVED  
*Joseph A. Varley*  
MAYOR

IN CITY  
COUNCIL

AUG 15 1968

FIRST READING  
REFERRED TO COMMITTEE ON  
FINANCE

*Committee Cooper*

CLERK

THE COMMITTEE ON

*Harriet*  
Approves Passage of  
The Within Resolution

*Harriet Cooper*  
Chairman  
Aug 28 1968 Clerk



THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 13145

Approved September 6, 1968

RESOLVED, That the agreement between the City of Providence and the Rhode Island General Council on behalf of Public Employees' Local Union 1033, Providence, Rhode Island of the Laborers' International Union of North America, AFL-CIO, be hereby ratified.

IN CITY COUNCIL

SEP 5 - 1968

READ and PASSED

*Russell W. Boylston*  
President  
*Winnifred C. ...*  
Clerk

APPROVED

SEP 6 1968

*Joseph A. ...*  
MAYOR

RESOLUTION  
OF THE  
CITY COUNCIL

THE COMMITTEE ON  
EMPLOYEE RELATIONS

Approves Passage of  
The Within Resolution

*Approved by the Committee*  
*Aug 23, 1968*  
*Clark*

A G R E E M E N T

THIS AGREEMENT entered into this 14th day of August, A.D. 1968, by and between the CITY OF PROVIDENCE, Rhode Island, hereinafter referred to as "The City", and the RHODE ISLAND GENERAL COUNCIL ON BEHALF OF PUBLIC EMPLOYEES' LOCAL UNION 1033, Providence, Rhode Island of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, hereinafter referred to as "The Union".

PREAMBLE

Section 1. 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 procedure for the amicable adjustment of all disputes which may arise between the City and the Union.

Section 2. The City and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the City and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibility, and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the City and the employees.

DECLARATIONS OF PRINCIPLES

There shall be no discrimination against any worker namely by reason of race, color, creed, sex, or Union membership.

The City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains

the full utilization of employees' skill and ability without regard to consideration of race, color, creed, national origin, or sex.

## ARTICLES OF AGREEMENT

### ARTICLE I

#### Union Recognition

Section 1. In recognition of the fact that a majority of the employees in the departments described below have selected the Union as exclusive bargaining representative and that a certification has been issued to this effect, The City of Providence, Rhode Island, recognizes the Union as the exclusive bargaining representative of the following described employees:

(a) All employees of the air pollution, bridge maintenance, building inspector, bureau of licenses, city sergeant, civil defense, collector's department, commissioner of public safety, draw bridge, environment control, federal programs, fire department, garbage collection, garbage disposal, health department, highway department, junior police camp, municipal docks, municipal garbage rev., North Burial Ground, park department, public works administration, public works revolving store, police department, public building, recreation, refuse collection and disposal, school department, sewer construction, sewer disposal, sewer pumping stations, street cleaning, traffic engineering, water department and welfare department, but excluding the director, the superintendent, the assistant superintendents of each of the above departments, and all other persons which were specifically excluded by the State Labor Relations Board in case No. EE-1751.

SECTION 2. The City agrees not to enter into any agreements or contracts with its employees covered by this agreement individually or collectively, nor negotiate or bargain with them, unless it is with the duly authorized representatives of the Union. There shall be no individual agreements with employees covered by this Agreement, and any such agreements or contracts shall be null and void.

### ARTICLE II

#### Union Security

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

Section 2: All persons who are hired as employees of the City in any position for which the Union has been certified as exclusive bargaining agent, as provided in Article I, Section 1(A) of this Agreement, must as a condition of continued employment, join the Union within thirty (30) days of the date of their initial employment.

### ARTICLE III

#### Union Activities

Section 1. The Union Negotiating Committee shall consist of no more than three (3) members of the bargaining unit, together with any other persons desired necessary by the Union. No more than two (2) additional members of the bargaining unit shall be permitted to participate in negotiations concerning any specific department.

Members of the negotiating team shall be excused from duty with pay for the purposes of participation in negotiating wages provided they give reasonable advance notice to their department head.

Section 2. The Union shall furnish the City and appropriate department heads with a list of stewards, and shall, as soon as possible, notify said appropriate City officials in writing of any changes therein. Only those who are officers and stewards shall be recognized by the City for the purposes of meetings.

The Union may be represented by an International Representative, representative of the Rhode Island General Council, and/or counsel.

Section 3. There shall be no deduction of pay from a grievant and/or Union officer or steward when directly involved in meetings with management during working hours.

Section 4. Union representatives shall have the right to visit employees on job sites and at department buildings.

#### ARTICLE IV.

##### SUBCONTRACTING

Section 1. The City of Providence agrees that it will not subcontract any work now performed by the employees of the bargaining unit to any outside private contractor, with the exception of the Incinerator Department.

Section 2. In the event that the City decides to put into effect a departmental re-organization plan; or in the event that the City decides to abolish a department, then the provisions of Section 1 will not apply. In the event of a re-organizational plan or in the event of a departmental abolition, then the employees affected by such change shall be given preferential consideration, as outlined in Article VI, Section 5 of this Agreement.

Section 3. Prior to the implementation of a departmental reorganization or prior to the abolition of a department, the City and the Union agree to meet and discuss the reasonableness or necessity of such proposed change.

#### ARTICLE V

##### GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievances - It is mutually understood and agreed that all grievances of employees or the Employer arising

out of the provisions of this contract shall be dealt with as provided for in this Article.

Section 2. Union Stewards and Officers shall be guaranteed sufficient time off during working hours to seek to settle grievances without loss of pay. An aggrieved employee shall have the right to Union representation, including Council and International representation through the entire duration of the grievance procedure.

Step #1. Employees in the first instance may register grievances with the Steward of the Union, who shall present such grievances to the immediate supervisor and/or superintendent.

Step #2. In the event the grievance is not satisfactorily adjusted in Step #1, the Business Manager of the Union shall present such grievance herein with the employee to the Director or Department Head.

Step #3. If unable to reach a satisfactory adjustment within three (3) working days, the Union shall submit the grievance in writing to the Mayor who must then meet or adjust the grievance within five (5) days. The Mayor's answer shall be in writing to the Union.

Step #4. In the event the grievance is not satisfactorily adjusted within the next five (5) days, either party may submit the case to arbitration.

Section 3. Arbitration. Both parties to this Agreement agree to settle all disputes, except as otherwise provided herein, to an Arbitrator who shall be the Director of the Department of Labor, or designee. The submission to Arbitration must be made within ten (10) days after the expiration of the last grievance step. The decision of the Arbitrator as to matters arising out of this contract will 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; nor shall the Arbitrator have any power with respect to any right or grievance for any period prior to the effective date of this Agreement.

## ARTICLE VI

### SENIORITY AND PROMOTION

Section 1. Definition. Seniority shall be defined as length of employment within the City of Providence itself. Seniority shall be acquired by a full-time employee after completion of a ninety (90) day probationary period, at which time seniority shall be retroactive to the first day of employment.

Section 2. Cumulation. Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave.

Section 3. Break in Seniority. Seniority shall be broken when an employee (a) terminates voluntarily, discharged for just cause, (c) exceeds an authorized leave of absence.

Section 4. Promotional Vacancies. Notice of a promotional vacancy in an existing position filled by an employee covered by this Agreement shall be posted for a period of three (3) working days on appropriate City bulletin boards.

Section 4 (a). Any employee of the City of Providence who has completed his probationary period, who is interested in filling the vacancy, shall apply in writing to the Department Head within seven (7) working days thereafter.

Section 4 (b). The vacancy shall be filled on the basis of qualifications and ability as agreed by the parties. Where qualifications and ability are relatively equal, seniority shall be the determining factor. Should a question arise of the decision made by the City in the question of the ability, this shall constitute a grievance and be submitted to the grievance and arbitration procedure included in this Agreement.

Section 5. Reduction in Work Forces. In the event a reduction in forces is required, the most junior employee in the classification shall be subject to layoff. The employee thus



affected may exercise his seniority in his department in any equal or lower rated classification, provided he has the ability to perform the duties of the classification. If he is unable to exercise his seniority within his department, he may exercise his seniority in any equal or lower rated classification in the bargaining unit provided he has the ability to perform the duties of the classification. Ability to perform the duties of the classification shall mean the ability to perform the duties of the classification after a break-in period of five (5) work days. Similarly, an employee who has been downgraded or laid off as a result of a reduction in forces shall be recalled to his former classification in accordance with his seniority.

#### ARTICLE VII

##### PROMOTIONS TO SUPERVISORY POSITIONS

Section 1. Definition. A supervisory position shall be any position of general foreman or below in the bargaining unit.

Section 2. The City agrees to fill all promotions to supervisory positions from among the best qualified in the bargaining unit.

Section 3. The City agrees that first consideration will be given to filling all vacant positions from within the Department and that outside employees will be selected only if they are clearly better qualified than those available from within.

Section 4. The City agrees that when detailing employees to higher level duties for potential promotion, selection will be made from among the best qualified City employee. The City further agrees that temporary promotions will be utilized when feasible in temporary replacements of supervisory personnel

or in determining potential for promotion.

#### ARTICLE VIII

##### SALARIES

<u>Classification</u>	<u>October 1, 1968 to March 31, 1970</u>	<u>April 1, 1970 to SEPTEMBER 30, 1970</u>
Employees whose Compensation is Based on an Hourly Rate	- As listed in the 1968-1969 Budget, said Budget being hereby Incorporated by Reference	- 10¢ per hour in excess of the rate established in the 1968-1969 Budget
Employees whose Compensation is Based on Other Than An Hourly Rate	- As listed in the 1968-1969 Budget Salary Classification Schedule	

#### ARTICLE IX

##### HOURS OF WORK AND OVERTIME

Section 1. Hours of Work. The regular work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The regular work shift for day workers shall commence at 8:00 A.M., and shall finish at 4:30 P.M., with one-half ( $\frac{1}{2}$ ) hour lunch period.

Section 2. Overtime. Time and one-half shall be paid in each of the following instances:

- (a) On work performed in excess of forty (40) hours of a scheduled work week, except in the divisions or departments where the work week is thirty-five (35) hours.
- (b) Saturdays, Sundays and Holidays shall be considered Premium Days. In the event a holiday falls during an employee's work week, the holiday shall be considered as part of his work week for the purpose of computing overtime.
- (c) Should an employee be required to work on any of the paid holidays, he shall receive time and one-half for all hours worked, plus the holiday pay. Overtime work shall be equally distributed among employees in each department on the basis of seniority based on the work he customarily and ordinarily performed during that week. A list of eligible employees of each department shall be posted and maintained by the Superintendent and the Steward of each department.

Section 3. It is recognized that in some circumstances,

employees may have a regular schedule that requires work during a period not included in the work week as defined in Section 1 of this Article, such employees shall not be paid time and one-half for work during such periods but shall receive an additional twenty-five (25) cents per hour for performing such scheduled work.

Section 4. Any employee who is called into work outside of his regular hours, shall be paid at the rate of time and one-half for all such hours worked, but in any event shall be guaranteed four (4) hours pay at said rate.

#### ARTICLE X

##### SALARY DIFFERENTIALS

Section 1. Differential in Pay. Employees of the sewage disposal plant working on the second shift shall receive 5¢ per hour additional to their regular rate of pay. Employees of the third shift shall receive 10¢ per hour additional to their regular rate of pay.

Section 2. Differential in Pay of Animal Handlers at Roger Williams Park. Employees who are regularly scheduled to work weekends in the animal area at Roger Williams Park shall receive 25¢ per hour in addition to their regular rate of pay, for the hours worked on said weekends.

#### ARTICLE XI

##### HEALTH, WELFARE AND PENSION FUND

Section 1. Health and Welfare. The City of Providence shall furnish Family Plan Blue Cross coverage and Physicians Service Plan A.

Before any renewal of Blue Cross or Physicians Service contracts, the City and the Union agree to meet and to explore

the possibility of alternate coverage.

Section 2. Both the City and the Union shall have the right to petition the City Council for amendments to the Retirement Act, provided, however, that the amendments desired be first considered and recommended by the Retirement Board.

Section 3. Any employee having an application for accidental disability retirement benefits pending before the Retirement Board shall have the right to appear before the Board and may be represented by counsel or by his Union representative, prior to the Board's action upon the application.

#### ARTICLE XII

##### HOLIDAYS

All regular employees in the bargaining unit covered by this Agreement shall be paid at a regular rate of pay for each of the following designated holidays:

New Year's Day	Columbus Day
Memorial Day	Veteran's Day
Fourth of July	Thanksgiving Day
Victory Day	Christmas Day
Labor Day	Election Day, November of every even year;

provided that the employees have worked on the last working day before said holiday, and have worked on the next working day following said holiday.

If a holiday is worked, each employee shall be paid in addition to the above-mentioned holiday pay at the rate of time and one-half his regular rate of pay.

#### ARTICLE XIII

##### VACATION LEAVE

Section 1. Any regular employee who has been in the em-

ployment of the City for more than six (6) months in the aggregate shall receive one-week vacation leave with pay.

Section 2. Any regular employee who on June 1st, has completed one (1) year employment for the City shall be granted two weeks annual vacation leave each calendar year with pay.

Section 3. Any regular employee who on June 1st, has completed ten (10) years of employment for the City shall be granted three (3) weeks annual vacation leave each calendar year with pay.

#### ARTICLE XIV

##### SICK LEAVE

Section 1. All members of the bargaining unit regularly employed continuously for at least one (1) month, shall be entitled to sick leave with full pay.

Sick leave shall be granted for the following reasons only:

- a. Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his or her position;
- b. Attendance upon members of the family within the household of the employee, whose illness requires the care of such employee, provided that not more than seven (7) working days with pay shall be granted to employee for this purpose in any one calendar year.
- c. Enforced quarantine when established and declared by the department of health or other competent authority for the period of such quarantine only.

Section 2. Sick leave with full pay for the members of this bargaining unit shall be computed at the rate of one and one-quarter working days per month.

Such annual sick leave of fifteen (15) working days with pay, when not used, shall be cumulative, but the accumulated and unused portion of such sick leave shall not exceed one hundred twenty (120) days at any one time; provided, however, any employees with at least ten (10) years of continuous service who contracts a serious illness may be granted, with the approval of the personnel director, the finance director and the mayor, a further leave not to exceed ninety (90) days in addition to his accumulated sick leave as of the date said illness occurs.

#### ARTICLE XV

##### BEREAVEMENT LEAVE

All members of the bargaining unit shall be allowed leave without loss of pay because of death of a mother, father, husband, wife, child, brother or sister, or other member of the immediate household, provided that in such cases the leave shall not extend more than one (1) day beyond the date of burial of said deceased person, and provided in the case of employees of the Jewish faith said leave shall be for the actual period of mourning observed but not to exceed seven (7) days from the day of burial.

In the event there is a death in the employee's family, but not in the immediate household, as defined above, the employee shall be granted sufficient time to attend the funeral services.

#### ARTICLE XVI

##### PAYROLL DEDUCTION OF UNION DUES

Section 1. The City agrees to deduct from the wages of each employee, who authorizes the City in writing so to do, such

initiation fees and monthly dues as the Union shall designate. Such deductions shall be made in the same weekly pay period of each month and shall be remitted montly to the Secretary-Treasurer of Local 1033.

#### ARTICLE XVII

##### MISCELLANEOUS

Section 1. Protective Clothing. The City will provide required protective clothing for those employees engaged in activities which subject their regular clothing to extraordinary wear and tear.

Section 2. Bulletin Boards. The City shall provide bulletin boards in conspicuous places to be used solely for the posting of Union Notices, rules and regulations.

Section 3. Safety. Both the City and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices and rules for the protection of employees and the public.

#### ARTICLE XVIII

##### CHANGES OR AMENDMENTS

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 the Agreement except by the mutual consent in writing of the parties hereto.

#### ARTICLE XIX

##### SEVERABILITY

Should any final decision of any Court of competent juris-

diction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE XX

DURATION OF AGREEMENT

Section 1. The provisions of this Agreement shall remain in effect from October 1, 1968 through September 30, 1970, and shall continue thereafter 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 desire to terminate the Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given.

Section 2. The provisions of the preceding section shall not prevent the parties by written agreement, to extend any portion of this Agreement (after the one hundred twenty (120) day notice has been given) for any agreed-upon period beyond its expiration date.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first above written.

CITY OF PROVIDENCE,  
RHODE ISLAND

Joseph A. Porley  
MAYOR

RHODE ISLAND GENERAL COUNCIL  
ON BEHALF OF LOCAL UNION 1033

Arthur A. Loia  
Business Manager

LOCAL UNION 1033 OF THE LABORERS  
INTERNATIONAL UNION OF NORTH  
AMERICA, AFL-CIO

Fredrick Deslauriers  
PRESIDENT

John J. Ward  
BUSINESS MANAGER



FILED

AUG 16 11 36 AM '68

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 180

Approved September 6, 1968

WHEREAS, the Director of the Department of Building Inspection has approved the installation of a substitute for glass in school buildings, under certain circumstances, designed to withstand many times more impact than common glass, and it appears, if utilized, will save many thousand of dollars in the cost of replacement of broken glass.

Now Therefore Be It Resolved, that the Superintendent of Public Buildings, is requested to cause the installation of such glass substitute, now being marketed under various trade names, in the Mary E. Fogarty Elementary School at 199 Oxford Street as a demonstration project.

IN CITY COUNCIL

SEP 5 - 1968

READ and PASSED

*Harold M. B. ...*  
President  
*William L. ...*  
Clerk

APPROVED

SEP 6 1968

*Joseph A. ...*  
MAYOR

RESOLUTION  
OF THE  
CITY COUNCIL

IN CITY  
COUNCIL

APR 4 1968

FIRST READING

REFERRED TO COMMITTEE ON

CITY PROPERTY

*Wmmt Cropper* CLERK

FILED

MAR 25 3 51 PM '68

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

THE COMMITTEE ON

*City Property*

Recommends

*Be Continued*

*Wmmt Cropper*

May 31, 1968

Clerk

THE COMMITTEE ON

*City Property*

Approves Passage of

The Within Resolution

*Wmmt Cropper*

Aug 30, 1968

Clerk

*Councilman McKeeman and the Nulty*

CITY OF PROVIDENCE  
Department of City Clerk

MEMORANDUM

Providence, R. I., April 10, 1968

TO: Superintendent of Public Buildings Soderback

SUBJECT: MARY E. FOGARTY ELEMENTARY SCHOOL-GLASS SUBSTITUTE

CONSIDERED BY: Committee on City Property

DISPOSITION: To refer attached copy of Resolution for Study  
and Written Report back to this Committee.

*Aug 28, 1968 conferred  
with Miss Hanley re:  
report on attached  
v.*

*Vincent Cooper*  
City Clerk

DEPARTMENT OF STATE OPERATIONS AND MAINTENANCE  
Providence School Department  
70 Pond Street  
Providence, Rhode Island 02903

The following information gives the results of the recent demonstration conducted by Chief John McLaughlin of the Providence Fire Department, Fire Prevention Bureau:

MINERAL FIBERGLASS---Manufactured by Pittsburgh Plate Glass Company.

Blew out of window frames after 6 minutes and 40 seconds. There was a high rate of ventilation. Not feasible to use this in any kind of volume.

POLYCARBONATE OR "LEXAN"---Manufactured by General Electric Company.

Bulged out of window frames in 2 minutes and 30 seconds at 645°. A high rate of ventilation would occur during a fire. Melted in 6 minutes and 30 seconds at 750° causing complete ventilation adding to the intensity of the fire. Average time for Fire Department to answer a fire is 3 minutes.

It might be advisable if Polycarbonate was used in windows instead of regular glass, to install heat sensors in rooms so designated, which would be tied into interior fire alarm system of school and also city alarm system. This heat sensing device would be set at 190° and would automatically alert the Fire Department and would in this way compensate for the ventilation problem which might arise from its use. Regular glass does not melt but does crystallize and is very fragile. It seems Polycarbonate will not break under any circumstance, but the feature I don't like is that the surface is soft and a child can easily scratch glass or write obscene language on it. I have talked to the General Electric representative and there is no way of compounding out scratches or words. For this reason it would seem wise, if it was to be used, to install it at a level above and out of reach of a person approaching building from the outside--that is at 2nd or 3rd floor level.

NOTE

The relative cost factors regarding Polycarbonate as opposed to regular glass is that its cost is seven times the cost per square foot, of regular glass. If the City Council decides to use Polycarbonate at Mary B. Fogarty School as a pilot program they should be aware that the closest distributor is either Pittsfield or Boston, Massachusetts, meaning some delay in delivery.

Total broken lights of glass in the Providence School Department for:

1967-68

11,000 lights

1966-67

33,201 sq. ft.

Representing as you can see, a continuing problem in maintenance and replacing of glass in schools.

Average cost for replacing for 67-63 (for glass only):	814,000.00
Labor cost to School Department (4 glassmen and 4 helpers full time):	<u>47,000.00</u>
Total	861,000.00

If the City Council decides to make Harry H. Fogarty a pilot program I have included broken glass count as of September 3, 1960 which is as follows:

31 lbs.	43 1/2 x 63 1/2 D.V 7/32	595 Sq. Ft.
30 "	13 1/2 x 49 Dbl.	127 " "
60 "	15 1/2 x 43 1/2 Dbs.	229 " "
62 "	14 3/8 x 61 Dbl.	299 " "
51 "	25 5/8 x 43 Dbl.	135 " "
21 "	13 x 43 1/2 Dbl.	62 1/2 " "
<u>15 "</u>	<u>13 1/2 x 46 1/2 Dbl.</u>	<u>67 1/2 " "</u>
230 lbs.		1523 Sq. Ft.

To replace this broken glass (Material Only) with Polycarbonate: 63,000.00

To replace this broken glass (Material Only) with regular glass: \$ 702.90

Also, I selected two troublesome rooms at Gilbert Stuart and show square footage and relative cost below:

Room 110 has had 51 lights glass set, size 14" x 21 1/2" = 106 sq. ft.

Room 101 has had 40 lights glass set, size 14" x 21 1/2" = 83 sq. ft.

For above replacement:

Regular glass, double sheet	943.50
Lexan--Polycarbonate	332.40
Plastic glass	<u>223.60</u>

Above costs do not include labor.

Respectfully submitted,

*Donald J. Regan*

Donald J. Regan,  
Director of Plant Operation & Maintenance

September 3, 1960

September 4, 1968

MEMORANDUM

TO: Vincent Vespia  
City Clerk  
Committee on City Property

FROM: R. Einar Soderback  
Superintendent of Public Buildings

RE: City Council Resolution - Glass Substitute for Schools

As requested we have investigated the feasibility of using clear plastic materials for reglazing the Mary E. Fogarty Elementary School. This can be done within certain limitations.

The building code will require windows in corridors and stair halls be glazed with wired glass. Please refer to the letter addressed to "Committee on Ordinances" under date of March 14, 1968 over the signature of Vincent DiMase, Director of Department of Building Inspection.

This plastic material while it will not contribute to a fire and will not give off toxic fumes has rather low yield points on a thermal rise. Movement begins to take place around 300° Fah. and has a tendency to blow out at 500° Fah., whereas glass will maintain its rigidity and not begin to crystalize until 1200° to 1400° Fah. The inrush of air with its added oxygen tends to accelerate a fire.

Polycarbonate plastic require greater tolerances for glazing but can be readily cut with a saw. It comes with a paper covering to protect it from being scratched. Unless deeply scratched which would require replacement, the material can be heat treated and fine brushed to remove minor scratches. Tinted materials are available to reduce glare and to provide privacy where required. Clear materials have 82 to 89% light transmission depending upon sheet thickness. Most commonly used thickness is 1/8" and 1/4". Material is resistant to sunlight, rain erosion, atmospheric chemicals and temperature changes. Ultraviolet-stabilizing has made the material almost impervious to yellowing. Thermal conductivity is approximately one fifth of glass of similar thickness thereby effecting a heat loss saving of 80%. Maximum size sheets are 48" x 144". Weight is less than half that of glass of equivalent thickness. Resistance to impact is approximately 250 times greater than safety glass of same thickness. 1/4 inch thick material will only deform, not shatter, when hit by a 38 caliber lead bullet fired at about twenty-five feet.

"Lexan" a product of the General Electric Co. is the material above described. Other manufacturers have similar materials of slightly different qualities.

To remove the existing glass in Mary E. Fogarty School and to replace glass with polycarbonate plastic will cost approximately \$18000.00

MEMO to Vincent Vespia

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September 4, 1968

This material is now being used to replace glass in a public school in New York City. It has been used in Hartford, Conn. since 1965. The Paul A. Dever School in Boston, Mass. has been reglazed with "Lexan".

Cost to reglaze all schools with a plastic substitute would be approximately \$900,000.00

*R. Elias Soderback*

RES/mji