# COLLECTIVE BARGAINING AGREEMENT

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## BY AND BETWEEN
## THE

## CITY OF CRANSTON

## AND

## LIUNA, LOCAL UNION 1322

## FOR THE TERM

## JULY 1, 2015 THROUGH JUNE 30, 2018

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## INTRODUCTION

This Collective Bargaining Agreement ("Agreement") is entered into by and between the City of Cranston, Rhode Island ("City") and the Rhode Island Laborers' District Council on behalf of Local Union 1322, Providence, Rhode Island, of the Laborers' International Union of North America, AFL-CIO ("Union").

## PRINCIPLES

A. This Agreement is to facilitate the adjustment of grievances and disputes between the City and its employees; to provide, insofar as possible, for the continuous employment of labor; and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the City, its employees, and the Union.

B. The City and the Union encourage the highest possible degree of practical, friendly, and 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 at all levels of responsibility and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of the City, its employees, and the Union which represents them.

C. The City and the Union acknowledge and affirm their commitment to comply with all applicable anti-discrimination laws, regulations, and ordinances.

D. All references to employees in this Agreement designate both sexes and wherever male pronouns are used they shall be construed to include male and female employees.

E. The City shall not discharge, demote, suspend, transfer, or otherwise negatively affect an employee in any way because of their lawful political beliefs or activities. The Union shall likewise refrain from negatively affecting any employee in any way because of their lawful political beliefs or activities.

## ARTICLE 1
## UNION RECOGNITION AND UNION SECURITY

**Section 1.** The City hereby recognizes and acknowledges the Union as the sole and exclusive bargaining representative of all bargaining unit employees for collective bargaining concerning hours, salary, working conditions, and all other terms and conditions of employment.

**Department of Public Works, Highway Division:** All Labor Equipment Operators, Light Equipment Operators, Skilled Laborers, Garage Clerk, Principal Traffic Safety Technician, Traffic Safety Technician, and Mason.

**Department of Public Works, Building Maintenance Division:** All Senior Electrician, Electricians, Master Plumber, Journeyman Plumber, Plumber, HVAC/Plumber's Apprentice, and

Carpenters, Senior Maintenance Men/Painter, Maintenance Men, Painters and Custodians/Skilled Laborers.

**Department of Parks and Recreation:** All Labor Equipment Operators, Equipment Operators, Light Equipment Operators and Skilled Laborers.

**Department of Public Works, Fleet Maintenance Division:** All Auto Mechanics, Principal Mechanics, Assistant Mechanics/VIN Verification Inspector.

**Section 2**. The City agrees not to discharge or discriminate in any way against employees because of their participation in lawful union activities. All employees who, on the effective date of this Agreement, are members of the Union, and all employees who become members thereafter shall, as a condition of employment, maintain their membership in good standing to the extent of paying the periodic dues uniformly required as a condition of their Union membership.

**Section 3.** During the term of this Agreement, every employee in the bargaining unit who is not a member of the Union shall, as a condition of employment, on and after the effective date of this Agreement, pay to the Union a monthly service charge in an amount equivalent to the then-current dues uniformly required for members of the Union. All new employees must remit, to the Union, any dues or initiation fees due after thirty (30) calendar days of employment.

**Section 4.** The failure of any employee to maintain membership or pay the service charge required of non-members in accordance with the terms of this Agreement, shall be considered just cause for dismissal and upon notification by the Union of such failure on the part of any employee, the City agrees to discharge such employee, provided however, that nothing contained herein shall be construed so as to place any obligation upon the City to discharge any employees for failing to maintain membership in the Union if the membership was terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of maintaining membership.

**Section 5.** The City shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the weekly dues of the Union or the service charges provided herein. Such deductions shall be made on the first and second pay period each month for which they are due and shall be forwarded to the Secretary-Treasurer of the Union monthly, together with a check-off list setting forth the names of the employees and the amount of deduction. If any employee has no earnings due for that paycheck, the Union shall be responsible for collecting said dues. The Union will give the City thirty (30) days notice of any change in the amount of uniform dues to be deducted.

**Section 6.** The City agrees to deduct from the wages of any employee who authorizes the employer to do so in writing for the purpose of employee's voluntary participation in the Union Political Action Committee and said deductions shall be made in the same weekly period of each month and shall be remitted monthly to the Secretary Treasurer of Local Union 1322/LIUNA.

**Section 7.** The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability and for all legal costs, excluding costs incurred by the City of Cranston Law Department, that shall arise out of or by reason of action taken or not taken by

the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

**Section 8.** The City agrees not to enter any Agreement or contract with members of the Bargaining Unit, individually or collectively, nor negotiate or bargain with them, unless it is through the duly authorized representative of the Union, and any such Agreement entered into shall be null and void.

**Section 9.** The Employer agrees to notify the Union, in writing, within thirty (30) days of hire, of all new employees. The notification shall include the name, address, social security number date of hire, job classification and department for which they were hired. The employer also agrees to notify the Union within thirty (30) days of all terminations and the reasons therefore.

**Section 10.** In the event of a layoff the employee shall be laid off in the following order according to seniority.

1. Those with temporary status.

2. Those with probationary status.

3. Those with permanent status with the least amount of seniority.

Two weeks' notice of layoff shall be given to the employee so affected. No provision of the Collective Bargaining Agreement will prohibit overtime while bargaining unit employee remains on layoff.

Any employee who has been laid off shall have his or her name placed on an appropriate reemployment list for eighteen months from the date of layoff. Seniority shall occur to such employee while he or she is on the reemployment list.

**Section 11.** In the event of a Reduction in Workforce is required the most junior employee in the bargaining unit shall be subject to layoff. The employee thus affected may exercise his or her seniority in any equal or lower rate of classification provided that he or she 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 at their break in period of five working days. Similarly, an employee who has been downgraded or laid off as a result of reduction in workforce shall be recalled to his or her former classification in accordance with his or her seniority.

## ARTICLE 2
## HOURS OF WORK AND OVERTIME

A. Employees of the Highway, Fleet Maintenance, and Building Maintenance Divisions of the Department of Public Works and employees of the Department of Parks and Recreation shall work a normal workday of eight (8) consecutive hours from 7:00 a.m. to 3:00 p.m., Monday through Friday, with the exception of custodians who work various shifts and days and employees of the Highway Division who are subject to night work, specifically, street sweepers.

B. Each employee's work day shall include a one-half (1/2) hour lunch period to be taken between 11:30 a.m. and 12:30 p.m. at the job location, unless otherwise specified by their division head or the Director of Public Works ("Director").

C. The City shall allow one (1) fifteen minute on-the-job rest period before the lunch break for each shift on each work day. The City shall allow one (1) fifteen minute on-the-job rest period after the lunch break for each shift on each work day unless otherwise specified by their division head or Director. All other work shifts shall take their fifteen (15) minute break as directed by their division head or Director.

D. All Departments shall post the work schedule at least five working days in advance. In the event that the City shall for any reason amend such schedule, then and in that case any employee who works out of his weekly posted schedule shall be compensated at the rate of time and one-half, for the first eight (8) hours that he shall work out of such schedule, provided, however, that after having been paid time and one-half for the first eight (8) hours such employee's pay rate shall then revert to straight time for the remainder of the period which he works out of the previous schedule.

E. If an employee works on an acting assignment in a higher competitive classification for two or more hours during any bi-weekly pay period such employee shall receive a rate of pay commensurate with said classification retroactive to the time he began such assignment. Work performed out of classification shall be at the same step level the employee has attained in his classification.

F. No Pyramiding. Compensation shall not be paid more than once for the same hours.

G. Overtime. Time and one-half shall be paid in wages for all work in excess of a regular eight (8) hour day, for all employees covered by this Agreement.

Whenever an employee is requested to work overtime and after that employee has worked a total of five hours since his last break, whether said break was a lunch break or the time when the employee was called back to work, and after each such 5-hour period thereafter he shall be entitled to a one-half hour break with pay as if that one-half hour period had been worked, provided, however, before said employee is entitled to said break he shall have worked a minimum of two hours overtime since his last break, and be scheduled to return to work following the break. (For the purposes of determining the 5-hour period referred to above, breaks shall not be included.)

During each such break, employees shall be allowed to leave the job location, provided that they receive the prior approval of their foreman, who shall not unreasonably refuse to give such approval. Employees so leaving the job location shall inform their foreman as to where they can be reached during the break. If such approval is not granted, non-alcoholic beverages and sandwiches shall be made available to employees at the job location at their expense at the start of the break, by the foreman or an employee at the foreman's direction, and such employees shall not lose any of their own break time in obtaining said beverages and sandwiches.

H. All transfers, either from division-to-division or from department-to-department, will be posted a reasonable time in advance except in cases of emergencies.

I. Whenever the City requires sweeping operations after 3 p.m. such assignment shall be offered

to the most senior employees in the classifications; if such employees do not want to bid for the evening assignment, then the City shall assign the least senior employees in the classifications to perform such work on the evening shift or shifts.

## ARTICLE 3
## SCHEDULE OF WAGES

A. Employees covered by this Agreement shall be paid the salary or hourly wages designated for the position held by the employee in accordance with the City's Pay Plan in the salary range or hourly wage range assigned to the position for the fiscal years July 1, 2015 through June 30, 2016; July 1, 2016 through June 30, 2017; and July 1, 2017 through June 30, 2018 with any step increase within the range which the employee may be entitled to receive. Said hourly rates or salaries for the fiscal years named above, are set forth on attached to this Agreement. There shall be a sixth (6th) step in the Union's salary schedule. Employees are eligible for the sixth step after serving at least one year in the previous step.

B. The following raises will be provided to all members of the bargaining unit with the commencement of each year of this bargaining agreement:

| | |
|---|---|
| July 1, 2015 – June30, 2016 | $0.70/hr raise |
| July 1, 2016 – June 30, 2017 | $0.75/hr raise |
| July 1, 2017 – June 30, 2018 | $0.85/hr raise |

C. The following incentive pay premiums will be offered to eligible members of the bargaining unit for each year of this agreement:

| **Premium Type** | **Amount per hour** |
|---|---|
| CDL (obtained and maintained) | $1.00 |
| CDL Trainer/Instructor (no more than one employee at any given time) | $.50 |
| Hoister's License | $0.30 |
| Licensed Pesticide Applicator (no more than one employee at any given time) | $.50 |
| Class A (limited to 5 members of bargaining unit in any fiscal year) | $0.30 |
| ASE certification | $0.10 for each certification |
| Camera Truck (While in Use) | $0.75 |
| 2nd shift differential (except street sweepers) | $0.75 |
| 3rd shift differential (except street sweepers) | $0.70 |

D. The City retains the right to verify eligibility for incentive premiums, including requesting written documentation of valid licenses at any time.

Da. Excluding those employees required to possess a valid CDL license for their job classification, any employee receiving a differential payment for possession of a CDL that develops a documented pattern of unavailability to the city for operation of equipment that requires a CDL will risk losing this differential payment in the future. Documented patterns of unavailability will result in

a hearing between management and the business agent to determine the whether that employee is entitled to future differential payments.

E. Notwithstanding Section C above, employees who perform sweeping operations from 3 p.m. – 11 p.m. and from 11 p.m. – 7 a.m. shifts shall receive a forty ($0.40) cent per hour premium pay in addition to their regular rate of pay for sweeping operations only.

## ARTICLE 4
## LONGEVITY PAY

**Section 1.** All employees hired prior to July 1, 1995 shall, in addition to the salaries listed in this agreement, there shall be paid a longevity supplement based only on each employees annual salary, exclusive of overtime, which shall not be considered part of the employee's salary for other purposes in this Agreement, including pension purposes. Credit for longevity will be given only for unbroken present continuous service. Any employee who transfers from other employment with the City of Cranston to the Department of Public Works or the Recreation Department, subject to the limitations contained in the other provisions of this paragraph will be entitled to said longevity supplement.

Any employee hired prior to July 1, 1995, who retires after 58 years of age and ten (10) years of service or after thirty (30) years of service at any age will receive longevity on a pro-rated basis. This supplement shall be computed on the employee's regular salary up to the time of retirement and shall be paid as soon as practicable after said retirement.

| Percentage Annual Salary | Years of Service |
|---|---|
| 5% | 4 to less than 7 years |
| 6% | 7 to less than 12 years |
| 7% | 12 to less than 17 years |
| 8% | 17 years or over |

## ARTICLE 5
## SENIORITY, PROMOTION AND PROBATIONARY PERIOD

**Section 1. Definition.** Seniority shall be defined as the total length of service with the Employer. Seniority shall apply, everything else being equal, for purposes of layoff, recall, transfers and vacation preference.

Seniority shall be acquired by a full time employee after completion of six (6) months probationary period, at which time seniority shall be retroactive to the first day of employment. During said probationary employment period, a probationary employee may be terminated for any reason, in the sole and exclusive discretion of the Employer, and shall have no redress through the grievance procedure. Newly hired probationary employees shall not accrue sick leave, vacation leave, or seniority until the successful completion of the probationary period, at which point such entitlements shall accrue retroactive to the first date of employment. The Employer shall not be responsible for the cost of any and all insurance benefits provided under this agreement until the first day of the first full month of employment.

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

**Section 3.** No person shall be detached to work out of classification for a period of more than twenty (20) consecutive working days, provided the needs of the department to which the employee is assigned are met.

**Section 4. Break-In-Seniority.** Seniority will be considered broken only for the following reasons:

(a) Discharge for just cause;

(b) Voluntarily termination of employment;

(c) Exceeding an authorized leave of absence;

(d) Engaging in other work without authorization while on a leave of absence.

**Section 4A.** The City agrees to make job assignments within the job classification bye seniority on an equitable basis taking into consideration the needs of the department in which the work is to be performed.

**Section 5.** In all departments and divisions excepting the Highway Division, seniority shall be recognized and applied on the following basis with respect to:

(1) Overtime. Except for custodians overtime shall be offered in the first instance to the most senior man, who is not out on sick leave, in the particular job classification which has been given the overtime work. Thereafter, the next senior man, who is not out on sick leave, in that classification will be offered overtime until all men in that particular classification have had an opportunity to work overtime. As relates to custodians overtime shall be offered in the first instance to the most senior man, who is not out on sick leave, at the particular building site for which overtime work will be given. Thereafter, it will be offered to the most senior man, who is not out on sick leave, in the particular job classification. Whenever an employee refuses to work overtime, for a good cause, he shall be allowed an opportunity to work overtime the next time overtime occurs for employees of that classification. The City retains discretion to determine whether good cause exists for refusing overtime work. If an employee refuses overtime work without good cause, he shall lose his turn in rotation, but shall be allowed an opportunity to work overtime when his name next comes in rotation.

(2) Call-Back. During emergency situations when employees are being called back to work, the City shall callback to work employees in accordance with the above sub-paragraph; provided, however, that for emergency-related call-back purposes, all employees, even those who are out on leave, are subject to being called back. Call-backs are also governed by the terms of Article 17 and provided, however, that for emergency-related call-back purposes, all employees, even those who are out on leave, are subject to being called back.

(3) Choice of time for holidays and vacations: However, a senior man may reject the benefit at his discretion without the need of any explanation on his part. Further, in the event that an employee shall

reject the benefit, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail.

(4) The City shall establish a seniority list for all employees of the Department of Public Works, excepting the Highway Division, and of the Department of Parks and Recreation, which lists shall provide for seniority by job classification and seniority by the division within the Department of Public Works and the amount of overtime worked by each employee on the list.

All overtime lists as above shall be brought up to date semi-annually, once at the end of the fiscal year, and once at the end of the calendar year. The lists shall be made available to the Secretary of the Union.

Employees are responsible for providing accurate and up-to-date contact information to be included on overtime call back lists. Union representatives shall cooperate with the City to review and update call backs lists regularly and the City shall not be responsible to an employee for loss of overtime pay due to a missed call resulting from inaccurate information on a call back list.

**Section 6.** With respect to employees of the Highway Division the following provisions regarding seniority will apply:

(1) Overtime which shall be offered in the first instance to the most senior man, who is not out on sick leave, in the particular job classification in which the overtime work is to be performed. Thereafter, the next senior man, who is not out on sick leave, in that classification or qualified to perform in that classification will be offered overtime until all men in that particular classification or qualified to perform in that classification have had an opportunity to work overtime. An overtime list shall be maintained by the City which shall be posted at the beginning of each pay period. Whenever an employee refuses to work overtime, for good cause, he shall be allowed an opportunity to work overtime the next time overtime work occurs for employees in that classification. If an employee refuses overtime work, without good cause, he shall lose his turn in rotation but shall be allowed the opportunity to work overtime when his name next comes in rotation. The same procedure shall apply to the emergency snow storm list, as well as for purposes of providing for a skeleton crew to work during any shutdown of the division.

(2) Call-Back. Call-back concerning the positions of light equipment operator, skilled laborer, and laborer equipment operator shall be subject to Article 16 and the following procedures:

(a) A seniority list will be established for the above classifications by job classifications.

(b) Before a light equipment operator is called back for the second time, all other operators listed above shall be given the opportunity to be called back.

(c) Call-back shall be by job classification, subject to the restriction listed in (b) above.

(3) Choice of time for holidays and vacations: However, a senior man may reject the benefit at his discretion without the need of any explanation on his part. Further, in the event that an employee shall reject the benefit, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail.

(4) In the event that two or more employees shall have equal seniority, for the purposes of this agreement, seniority will be determined as follows:

(a) If the position held by such employees was attained by competitive examination the individual who scored highest on said examination will be deemed to be the most senior man.

(b) If the position held by such employees was not attained by competitive examination seniority will be determined by a coin toss.

**Section 7.** When the City posts notice of a written promotional examination for a position within the Union, the City shall also provide information, when available, on the availability of study guides and materials relevant to the written promotional examination. The cost of acquiring any such study guides or materials shall be the sole responsibility of the current or prospective employee and if no such study guides or materials are available, then the City shall provide the general topic(s) of the questions to be included on such written examination. All candidates shall be allowed thirty days following the posting of such information to prepare for a written promotional examination.

## ARTICLE 6
## HOLIDAYS

**Section 1.** Effective July 1, 2012, all employees covered by this Agreement shall be paid the regular rate of pay for each of the following designated holidays:

Victory Day
New Year's Day
Labor Day
Martin Luther King, Jr., Day
Columbus Day
President's Day
Veterans' Day
Memorial Day
Thanksgiving Day
Day after Thanksgiving
Independence Day
Christmas Eve Day
Christmas Day

**Section 2.** When any of the above listed holidays falls on a Saturday, it shall be observed on the preceding Friday. When any of the above listed holidays falls on a Sunday, it shall be observed on the following Monday. In the event December 24th falls on a Saturday or Sunday, each employee covered by this agreement shall be granted another day off, as established by the Mayor. The City may elect to keep City Hall open on December 24th, but shall not compel any bargaining unit member to work on said days.

**Section 3.** All employees shall receive a normal daily pay on authorized holidays, and in the event that any employee is required to work on any authorized holiday, such employee shall receive in addition to his regular or normal day's pay time and one-half for all hours worked on such holiday.

**Section 4.** Eligibility. Notwithstanding any of the provisions of this agreement, an employee who uses sick leave either the work day before or the work day after a holiday listed in Section 1, may, at the discretion of the Employer, provided there is evidence of abuse, be required to produce sufficient medical documentation, at his expense, verifying the illness claimed and inability to work to be eligible to receive holiday pay.

**Section 5.** Personal Days. Employees are entitled to personal days in accordance with the following schedule:

| | |
|---|---|
| July 1, 2012 through December 31, 2012 | 1.5 personal days |
| January 1, 2013 through December 31, 2013 | 3 personal days |
| January 1, 2014 through December 31, 2014 | 3 personal days |
| January 1, 2015 through June 30, 2015 | 1.5 personal days |

Discharge of personal days must be scheduled and approved by the City and discharged during a calendar year. The City agrees to not unreasonably withhold such authorization.

There shall be no carry over of personal days from one calendar year to the next or from one collective bargaining agreement to the next.

## ARTICLE 7
## VACATION LEAVE

A. Vacation leave shall accrue on January 1 of each year to be taken during that calendar year. The amount of vacation to which an employee shall be entitled during any calendar year shall be determined by the number of years of continuous service with the City completed by the employees as of January 1 in the year in which the vacation is to be taken, in accordance with the following chart:

| **Years of Continuous Service Completed** | **Days of Vacations** |
|---|---|
| 1 year | 10 |
| 2 years | 12 |
| 3-4 years | 16 |
| 5-9 years | 19 |
| 10-19 years | 24 |
| 20 years or more | 25 |

In those years when an employee's anniversary date entitles him/her to additional vacation allotment, he may take such additional allotment at any time during that calendar year.

Vacation leave for probationary employees shall be calculated in accordance with the following procedure:

Newly hired probationary employees shall not accrue sick leave, vacation leave, or seniority until the successful completion of the probationary period, at which time such entitlements shall

accrue retroactive to the first date of employment.

A new employee who begins his or her probationary period on or before June 1st of any year shall accrue 5 vacation days upon successful completion of the 6 month probationary period. Said employee shall accrue an additional .83 vacation days per month for each month thereafter, up to and including December of such calendar year. On January 1st of the following calendar year, said employee shall accrue his or her regular allotment of 10 vacation days.

A new employee who begins his or her probationary period after June 1st of any year shall accrue 5 vacation days upon successful completion of the 6 month probationary period. Said employee shall accrue .83 vacation days per month for each month thereafter, up to and including December of the calendar year in which the probationary period ends. On January 1st of the following calendar year, said employee shall accrue his or her regular allotment of 10 vacation days.

B. Effective 7/1/08, and for the duration of this Agreement, a maximum of sixty-five (65) days vacation time may be accumulated by any employee and such accrued vacation time may be used in lieu of sick leave when the accrued sick leave of an employee is insufficient to provide leave with pay during an illness.

C. Employees who are separated from City service in good standing and who have accrued vacation leave to their credit at the time of such separation shall be paid the salary equivalent to their accrued vacation leave.

D. Vacation lists of employees shall be posted for all divisions by April 1.

E. All employees seeking more than one (1) day vacation shall make such request to their division head at least fifteen (15) days prior to the first vacation day requested and in the event of such request, such division head shall respond to such request within five (5) working days and such division head shall take into account seniority as referred to in Article 5.

## ARTICLE 8
## SICK AND BEREAVEMENT LEAVE

**Section 1.** Sick leave shall be granted at the rate of two and one-half (2.5) working days per month cumulative to one hundred fifty (150) working days, provided, however, that members with ten (10) years service or more within the department shall be granted up to an additional ninety (90) working days sick leave if the sickness is of such nature to require a prolonged period of treatment and recuperation (shall only apply to one illness or injury). The City shall have the right to review and take into consideration an employee's past attendance before granting any extension. During the month of January in each year, the City shall cause to be published and dispatched to the employees covered by this Agreement their present entitlement under this clause.

**Section 2**. Sick leave shall be granted for the following defined reasons:

(a) Physical illness or incapacity rendering the employee unable to perform the duties of his position or the duties of another position in their Department. However, sick leave is a benefit which

shall not be abused and an employee who abuses sick leave shall be subject to disciplinary action. The City also reserves the right to require a physician's certificate and the City may require an independent medical examination at the sole expense of the City in the case of suspected abuse.

(b) Attendance upon members of the family within the household of the employee whose illness requires the care of such employee for a period not to exceed three (3) days per year. (Employees can be required to sign an affidavit stating that there is no possible way to make other arrangements).

(c) Enforced quarantine when established and declared by the Department of Health or qualified physician for a period of such quarantine only.

(d) All members of the bargaining unit must, in the event of illness as defined in Section 2(a) and (b) above, notify their appropriate supervisor of such illness within one (1) hour of the normal time for reporting to work

(e) Partial use of sick leave is allowed for less than a full work day and the employee shall be so charged in relation to amount of time used.

**Section 3.**

(a) In case of the death of a father, mother, wife, husband, son, daughter, mother-in-law, father-in-law, brother, sister, step-son, step-daughter, step-mother, step-father, step-brother, or step-sister of an employee, such employee shall be entitled to leave of absence with pay from the time of the notification of the death to and including the day following the burial of the deceased, not to exceed five (5) days, except in cases where unusual travel distances exist. Such period shall be extended for a maximum of three (3) days, and provided further that in the cases 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.

(b) In case of the death of a grandmother, grandfather, great-grandmother, great-grandfather, grandson, granddaughter, great-grandson, great-granddaughter, daughter-in-law, son-in-law, sister-in-law, or brother-in-law of any employee, such an employee shall be entitled to a leave of absence with pay covering the day before the funeral and the day of the funeral.

(c) In the case of the death of a nephew, niece, uncle, aunt of an employee, such employee shall be entitled to a leave of absence with pay for the one (1) day of the funeral.

(d) In the case of the death of a relative other than those provided for in sub-paragraphs (a), (b), and (c), such leave of absence with pay shall be for not more than eight (8) hours to permit attendance at the funeral of said person if the leave is first approved by the division head.

**Section 4**. Upon severance or retirement in good standing from City employment, after at least ten (10) years of employment with the City, an employee may elect to take one-third (1/3) of unused accrued sick leave time as furlough, or to be paid one-third (1/3) of the unused sick leave time, up to a maximum of forty (40) days. Upon severance or retirement in good standing from city employment, after at least twenty-five (25) years of employment with the City, an employee may elect to take one-half (1/2) of unused accrued sick leave time as furlough, or to be paid one-half (1/2) of the unused

sick leave time, up to a maximum of sixty (60) days.

**Section 5.** In the event that an employee is too sick or injured to report to work for the City, there is a non-rebuttable presumption that such employee is also too sick or injured to work at any other part or full time job or to play/coach sports or other athletic or strenuous activities, unless it is mutually agreed in writing between the City and such employee that based on competent medical evidence such employee is in fact able to perform such other part or full time job. Violation of this provision will be just cause for the City to terminate the employment of such employee. The City also reserves the right to an independent medical examination by a physician chosen by the City at the sole expense of the City.

**Section 6.** Employees covered by this Agreement shall continue to be enrolled in the Rhode Island Temporary Disability Insurance Program provided at the employee's expense.

**Section 7.** Physical illness or incapacity rendering the employee unable to perform the duties of his position or the duties of another position within the department. However, sick leave is a benefit which shall not be abused. Any employee who abuses sick leave shall be subject to disciplinary action. In the event an employee is out on sick leave for three consecutive days, upon his return to work, the City may require a Doctor's certificate.

The City may require an independent medical examination at the sole expense of the City in the case of suspected abuse.

## ARTICLE 9
## LEAVE OF ABSENCE

The department head, the Personnel Director, or the Mayor or his designee may grant a regular employee a leave of absence without pay and without benefits for a period not to exceed one (1) year. No leave without pay shall be granted except upon written request of the employee, and whenever granted, such leave shall be in writing and signed by the appointing authority, and a copy filed with the Director of Personnel. Upon expiration of a regularly approved leave without pay and without benefits, the employee shall return to work in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration without good cause, shall be considered as a resignation.

Leave of absence without pay will not be granted under the above conditions to anyone requesting such leave so as to try other employment. The City shall have the right to review and take into consideration an employee's past attendance and performance before granting leave without pay. The health and dental coverages and employee contributions under this Agreement shall continue up to one hundred twenty (120) days during any such leave on the same conditions expressed in this Agreement.

## ARTICLE 10
## JURY DUTY & MILITARY LEAVE

**Section 1.** Regular full-time employees shall be granted leaves of absence for jury duty requiring presence at court or if subpoenaed to appear before a court or government commission. Such employee shall receive that portion of their regular salary which will, together with either their jury duty fees or their subpoena fees, equal their total salary for the same period.

**Section 2.** Any regular full-time employee who may be a member of the standby reserve or ready reserve of any branch of the armed forces and who may be required to perform military duties for a period of fourteen (14) days or less in any one fiscal year at a time while so employed by the City, shall receive the difference between his regular salary paid by the City and the compensation paid by either the State or Federal Government during the performance of his military service in any one fiscal year. Provided, however, that if within said period of military service an authorized holiday occurs, said employee's regular salary shall be increased by one day's pay. Provided further, however, if an employee is called to regular duty in the armed forces of the United States he shall be given a leave of absence by the City and the provisions of this clause relative to the difference in earning shall not apply.

## ARTICLE 11
## SPECIAL TIME OFF

**Section 1.** The Union Negotiating Committee shall consist of no more than six (6) members of the bargaining unit, together with any other persons deemed 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.

Not more than six (6) members of the Negotiating Committee shall be excused from duty with pay for the purpose of participating in negotiating agreements provided reasonable advance notice is given to their department heads, and said excuses shall commence fifteen (15) minutes before the scheduled commencement of the negotiation session.

**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 thereto. Only those who are officers and stewards shall be recognized by the City for the purpose of meetings. Union stewards shall be appointed by the Union's Business Manager.

The Union may be represented by International Representatives, Representatives of the Rhode Island Laborers' District Council and/or Counsel.

**Section 3.** There shall be no deduction of pay from a grievant and/or steward for time spent directly involved in meetings with management during working hours.

**Section 4.** Designated Union representatives other than members of the bargaining unit, shall be permitted to visit employees on job sites and at department buildings.

**Section 5.** Upon request of the Business Manager to the division or department head, any one Union officer or steward shall be granted time during working hours without loss of pay for actual time

spent investigating or processing grievances and such officer's or steward's supervisor shall keep an accurate log of the actual time so spent. Approval of such request will not be unreasonably withheld by such department or division head.

**Section 6.** In the event an employee holds the title of Business Manager or President of the Union, he may be allowed up to eight (8) hours per week without loss of pay to conduct Union business.

## ARTICLE 12
## HEALTH AND WELFARE

A) The City agrees to offer a Preferred Provider Organization (PPO) plan for each member of the Union and his family. Each employee shall pay a percentage of the monthly working rate for the City for the plan chosen, deducted bi-weekly from the employee's paycheck. For all employees hired prior to July 1, 1995, the co-share percentage will be 15% for Year 1 (7/1/15 to 6/30/16), 16% in Year 2 (7/1/16 to 6/30/17), and 17.5% in Year 3 (7/1/17 to 6/30/18) of this agreement. For employees hired after July 1, 1995, the co-share will remain at 20% for the entire term of the agreement. The PPO plan will include the following: $15 co-pays for office visits and specialists, $35.00 for Urgent Care, and $100.00 for Emergency Room. However, the $100.00 emergency room co-pay shall be waived if the member or his family member is admitted to the hospital following the visit. Additionally, if there is no urgent care center open, the member may seek a waiver of the $100.00 emergency room co-pay from the City, less the $35.00 urgent care co-pay.

B) The prescription drug plan will entail a $7/$15/$40 co-pay ($7 for generic, $15 for preferred brand names, and $40 for non-preferred drugs). Mail order prescriptions for a 90-day supply will be subject to two-and-a-half times (2.5x) the retail co-pay for a normal 30-day supply.

C) As an alternative, the employee may participate in a high deductible, portable, individual health savings account plan (HSA), pursuant to changes in federal tax code made possible by the Medicare Modernization Act of 2003. An HSA is a financial account that an employee can use to accumulate tax-free funds to pay for qualified health care expenses. Under these plans, individuals or families participate in high deductible consumer-driven health plans (CDHPs). Employees may contribute pre-tax dollars into their individual HSAs to pay for medical expenses up to the deductible amount. Once the deductible is reached, the employee and/or his family is covered under the major medical provision established in the PPO plan referenced above at 100% co-insurance. Employees opting for an HSA **family** plan will have an annual deductible of $4,000, of which ($2,100) will be deposited to the employee's HSA by the City on or about January 1 of each contract year of this agreement. Employees who choose the HSA option under an **individual** plan will have an annual deductible of $2,000, of which ($1,100) will be deposited by the City on behalf of the employee on or about January 1 of each contract year of this agreement. Employees opting for the HSA individual or family plan will be offered the same negotiated prescription rates from the healthcare provider as those under the PPO plan referenced in Section B above; however, employees will be responsible for the full cost of prescription drugs until the annual deductible is met. Thereafter, the prescriptions are paid by the City as part of the 100% co-insurance.

D) The City also agrees to provide individual or family dental coverage to a maximum of $2,000 effective July 1, 2015. For all employees hired prior to July 1, 1995, employees will contribute 15% of the monthly working rates in Year 1 (7/1/15 – 6/30/16), 16% in Year 2 (7/1/16 – 6/30/17), and 17.5%

in Year 3 (7/1/17 – 6/30/18), prorated and payable through pre-taxed payroll deductions at each pay period. For employees hired after July 1, 1995, the co-share will remain at 20% for the entire term of the agreement.

E) The City also agrees to provide PPO coverage as referenced in Section A to eligible dependents up to age 26.

F) The City agrees to provide the family Chiropractic Care Rider.

G) There shall be a joint labor-management health insurance standing committee, whose purpose is to address ongoing or anticipated issues with respect to health insurance. The participants of such committee shall be designated by the Union and City. They will meet at least monthly in the first year of this agreement, and periodically thereafter as mutually agreed. If any alternative health or dental plans, or other cost-saving means, should become available during this agreement, the City and Union shall meet and confer to address implementation of same.

H) COMPENSATION IN LIEU OF COVERAGE

If an employee elects not to receive the family health and dental coverages described in Section A of this article, the Employer shall pay him or her a sum of money which equates to fifty percent (50%) of the Employer's annual cost for FY 2006 (FY7/1/05 to 6/30/06), and will be fixed at that dollar figure for the term of this agreement.

This payment shall be made to the electing employee in two equal lump-sum installments, one during the first pay period in January of each year and the other during the first pay period in July of each year. An employee shall make his election allowed under this section in writing, addressed to the Personnel Director and deliver it to the Personnel Director's office. If an employee terminates his employment with the City, he agrees to pay to the City within forty-five (45) days of termination the pro-rata share of compensation in lieu of coverage.

I) LIFE INSURANCE. The employer shall provide group term life insurance in the amount of Seventy-Five Thousand ($75,000.00) Dollars to all members of the bargaining unit.

## ARTICLE 13
## LABORERS' INTERNATIONAL UNION OF NORTH AMERICA NATIONAL PENSION FUND

The employer shall contribute to the Laborer's International Union of N.A (Industrial) Pension fund for each hour compensated by employees covered under the Collective Bargaining Agreement as identified in Addendum Number One attached.

## ARTICLE 14
## PENSION PLAN

**Section 1**.
In accordance with the existing ordinances and other applicable municipal law, all employees covered by their agreement shall be members of the State Municipal Employees Retirement System within the

meaning of RIGL 45-21-1et.seq. The City and employees shall comply with their respective obligations hereunder.

**Section 2.**
Pending the passage of State enabling legislation that allows the City to so act, employees hired between the dates of July 1, 2008 and June 30, 2013 and who are currently members of the State Municipal Employees' Retirement Plan may choose to enroll in a defined contribution plan (i.e., a 401(a) plan or equivalent) established by the City in lieu of the State Municipal Employees' Retirement Plan.

Additionally, pending the passage of the aforementioned legislation, all employees hired after ratification of this agreement shall be enrolled in a defined contribution plan (i.e., a 401(a) plan or equivalent) established by the City in lieu of the State Municipal Employees' Retirement Plan.

Under the defined contribution plan, the City shall contribute 3% of the employees' annual salary into this plan. Employees enrolled in this plan shall contribute a minimum of 3% of the employees' annual compensation to be paid through payroll deduction. Employees may contribute additional funds to their account as allowed by the Internal Revenue Code.

If legislation does not so provide, all employees covered by this Agreement shall be members of the State Municipal Employees Retirement Plan System, R.I.G.L. § 45-21-1 *et seq.*

## ARTICLE 15
## GRIEVANCE AND ARBITRATION PROCEDURE

**Section 1**. Definition; Exemption; Exclusivity.

A grievance is a dispute between an employee(s) (or the Union) which involves the application, meaning or interpretation of the express provisions of this Agreement provided however that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his initial probationary period. The procedures set forth in this article shall comprise the sole and exclusive dispute resolution process for a grievance.

**Section 2.** Procedural Steps.

Step 1. Not later than ten (10) days, excluding weekends and holidays, after the event giving rise to the grievance, the employee (or the Union) must submit his grievance in writing to his department director. The department director, or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the department director or his designee not respond within the time period set forth herein, it shall be presumed that the grievance has been denied and the grievance may proceed to the next step.

Step 2. If the grievance is not settled at Step 1, it shall be presented in writing by the employee (or the Union) to the Personnel Director, within five (5) days thereafter excluding weekends and holidays. The Personnel Director shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Personnel Director fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied

and the grievance may proceed to the next step.

Step 3. If the grievance is not settled at Step 2, it shall be presented in writing by the employee (or the Union) to the Mayor within five (5) days thereafter excluding weekends and holidays. The Mayor shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Mayor fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied and the grievance may proceed to the next step.

**Section 3. Written Presentation.**

All grievances presented in accordance with the procedures set forth in Section 2 shall include: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; title name(s) of the aggrieved employee(s); and remedy sought. All grievances shall be signed and dated by a duly authorized Union representative. The Personnel Director or Mayor may request a meeting with the employee and his duly authorized Union representative.

**Section 4. Time Limitations.**

The time limitations set forth in Section 2 are of the essence of this Agreement and the failure by an employee (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 2, the City and Union may extend them by mutual written agreement.

**Section 5. Submission to Arbitration.**

Any grievance, as defined in Section 1 of this article, that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, may be submitted to arbitration by the Union serving the City with a written demand for arbitration within fifteen (15) days, excluding weekends and holidays, after the response of the Mayor is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the employee's and Union's right to demand arbitration.

**Section 6. Arbitrator Selection.**

The Union's demand for arbitration shall be submitted to the closest local office of the American Arbitration Association with a request that it furnish to the Union and the City a list of at least seven (7) qualified and impartial arbitrators. The arbitrator selection process shall be governed by the voluntary Labor Arbitration Rules in effect as of the date of the demand for arbitration.

**Section 7. Arbitrator's Authority and Jurisdiction.**

The authority and jurisdiction of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provisions(s) of this Agreement. The arbitrator shall have no authority to add to, detract from, alter amend or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this agreement or to establish or alter any wage rate or wage structure. Without intending to limit the

generality of the foregoing, the arbitrator shall be without power or authority to issue an award which; (a) is violative or inconsistent with any of the terms of this Agreement or applicable law; (b) exceeds his jurisdiction and authority under law and this Agreement; (c) involves any matter which by law or under the terms of this Agreement, is within the exclusive authority or prerogative of the City; or (d) involves any matter wherein the City's decision is final and binding under either the terms of this Agreement or by applicable law.

**Section 8. Binding Effect.**

Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

**Section 9. Fees and Expenses of Arbitration.**

The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Union and the City.

**Section 10.** Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it, nor its members will engage in any strike, work stoppage, slowdown strike, or connected refusal to perform duties, nor will the City lock-out its employees during the term of this Agreement, over any matter which is subject to final and binding arbitration under this Article.

## ARTICLE 16
## PROTECTIVE CLOTHING, BULLETIN BOARDS AND SAFETY

**Section 1. Rain Gear.** Any employee working during inclement weather will be supplied with adequate protective clothing at the City's expense and whenever any employee is without protective clothing on a job and inclement weather occurs, he will be allowed to procure same.

**Section 2.** The city agrees to provide an annual uniform allowance for each member of the bargaining unit in the amount of $600.00 in Year 1, and in the amount of $600 per year in years 2 and 3 of this agreement. Year 1 will be paid on ratification of this agreement and years 2 and 3 will be paid on or about December 1st, 2016 and December 1st, 2017.

Uniform allowances for probationary employees successfully completing their probation period shall be paid on a prorated basis for the first year.

**Section 3. Lockers**. The City agrees to supply lockers to all employees of the bargaining unit. This provision will be operable only in the event that the City is able to obtain surplus lockers at no cost to the City and the City agrees to make a diligent effort to obtain such lockers.

**Section 4.** For any employee complaining to his division head that his work requires him to be in an unsafe or unhealthy situation in violation of acceptable safety rules, the matter shall be considered immediately by an appropriate representative of the City and an appropriate representative of the Union. If the matter is not adjusted satisfactorily the employee may then file and process a grievance pursuant to the procedures set forth in this Agreement.

**Section 5.** The City agrees to provide in each department or division an appropriate location where notices of Union business shall be posted by the Union.

**Section 6.** The City agrees that whenever a competitive or promotional exam is announced for a position within the Department of Public Works or the Department of Parks and Recreation, it will post a notice of such examination in an appropriate location within such departments.

**Section 7.** No employee of the Division of Building Maintenance who is a member of the Union shall be required to work alone in an unoccupied building during second or third shift.

## ARTICLE 17
## INCLEMENT WEATHER

**Section 1.** Those employees whose duties require the performance of work outdoors shall not be unreasonably required to work for long periods of time during the day at times of severely cold weather or rainstorms. Foremen shall make arrangements as far as is practicable for shifting employees indoors and outdoors so that the intent of this clause is satisfied and the needs of the department are fulfilled.

**Section 2.** Other than as set forth above, when the outdoor temperature rises above 91 degrees or descends to less than 19 degrees Fahrenheit, as indicated for the City of Cranston by the NOAA National Weather Service web site or, the wind chill factor reaches bitter cold, -4 Fahrenheit, as set forth in the Standard NOAA Wind Chill Chart, the Union shall notify the director or acting Director of Public Works, Highway, Building Maintenance, Fleet Maintenance, Public Safety or the Director of Recreation as the case may be, to excuse employees from outside work. Said employees may be reassigned to alternative job assignments consistent with job assignments otherwise performed by members of the union anywhere better temperature conditions exist. The decision shall be within the discretion of the director but he shall not deny such request unless in his reasonable opinion an emergency situation exists, and the work to be performed is directly related to the emergency.

## ARTICLE 18
## CALL BACK PAY

A. All employees are subject to call back for emergencies and must make themselves available as declared by the Mayor or designee. Employees called back during emergencies shall be compensated for at least four (4) hours of overtime pay, and such called-back employees shall be required to work for the four (4) hours if required by the division head. All duly qualified and licensed employees who are members of the Union shall be afforded an opportunity work in snow removal operations prior to the City utilizing private vendors, subject to the availability of City-owned equipment to be operated by such employees.

## ARTICLE 19
## INJURIES AND ILLNESS

**Section 1.** The City agrees to be bound by the provisions of the Workers' Compensation Act, § 28-29-1 et seq. of the General Laws of the State of Rhode Island, as amended.

**Section 2.** Any injuries suffered by employees that are a result of work-related activities, or are believed to be so, must be reported to the City within seven (7) calendar days. The City shall notify the Union's Business Manager within twenty-four (24) hours of receipt of notice by the City of an injury alleged to have been sustained by any employee arising out of and in the course of their employment.

## ARTICLE 20
## MISCELLANEOUS

**Section 1. Present Benefits.** Any and all benefits now in existence and which are not specifically contained herein, shall continue to accrue to the employees covered by this Agreement and shall be made a part hereof.

**Section 2. Courses**. The City shall reimburse all employees who are required to obtain any license mandated by 78-H-7632 A.

**Section 3.** The City and the Union agree to have a job classification study performed during the term of this Agreement upon request of either party.

**Section 4. Courses**. The City shall reimburse all employees who are required, under Rhode Island Department of Transportation regulations, for the cost of mandated testing with reference to their employment after the successful completion of the required course.

## ARTICLE 21
## TOOLS

**Section 1**. Employees who use their tools to perform City work shall notify their division manager, and when practicable, submit a written inventory of their tools to said division manager. Employees shall, upon request of their division manager, display their tools to him as a condition of coverage under this article. Any lost, damaged or worn tools shall be replaced by the City, provided that (1) the employee surrenders any damaged or worn tools to his division manager, and (2) any loss or damage is not the fault of the employee.

## ARTICLE 22
## MANAGEMENT RIGHTS

Except to the extent that there is contained in this Agreement express and specific provisions to the contrary, any and all of the authority, power, rights, jurisdiction and responsibilities of the City are retained by and reserved exclusively to it, including, but not limited to: the right to direct, supervise, hire, layoff, promote, transfer and assign employees within the bargaining unit, or to suspend, demote, discharge or otherwise discipline said employees for cause, or to relieve employees from duties because of lack of work or economic or operational reasons; to maintain the efficiencies of the operations and to determine methods, means, processes and personnel by which such operations are to be conducted. The City has the right to promulgate reasonable rules and regulations pertinent to the employees covered by this Agreement, so long as these rules and regulations or any of the rights in this article do not conflict with the terms and conditions of this Agreement and applicable law.

Except as limited by the provisions of this Agreement, the City, the Mayor and department

heads shall have the right to supervise and control the departments under their command and to otherwise exercise all authority conferred by statute, ordinances and applicable rules and regulations.

## ARTICLE 23
## NO STRIKE - NO LOCKOUT

**Section 1. No Strike.** The Union agrees for itself and for all employees covered by this Agreement that no employees covered by this Agreement shall have any right to engage in any work stoppage, slowdown, strike, or in any picketing the effect of which is to impede or obstruct any governmental operations of the City, and they agree that if any unauthorized or wildcat work stoppage, slow-down, strike, or any picketing which has the effect of impeding or obstructing the governmental operations of the City shall take place, it will immediately notify such employees so engaging in such unauthorized activities to cease and desist, and shall publicly declare that such work stoppage, slowdown, strike, or picketing is illegal and unauthorized. It shall be just cause for the City to discharge any employee engaging in any strike, work stoppage, slowdown, or picketing which has the effect of impeding or obstructing the governmental operations of the City. The Union and its employees reserve the right to carry on informational picketing which does not have the effect of obstructing or impeding the governmental operations of the City.

**Section 2. No Lockout.** During the term of this Agreement the City will not instigate a lockout over a dispute with the Union so long as there is no breach of the No Strike clause, Section 1 above.

## ARTICLE 24
## DISCHARGES

(a) No employee who has completed his probationary period shall be discharged without just cause as defined in this Agreement, the City Charter, Civil Service Rules and Regulations of the City, or other applicable statutes or City Ordinances.

(b) In the event that a department head or his designee is not satisfied with the performance of any employee, such employee shall be counseled in the presence of the Union Business Manager or his designee in order to help improve the employee's performance of work, provided however, that nothing contained herein shall be construed to abrogate the rights of management pursuant to this Agreement, the Cranston Civil Service Rules and Regulations, the City Charter and/or other applicable statutes or City Ordinances.

(c) 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 responsibilities of his position, then he shall be eligible to have documentation of the following forms of discipline expunged from his employment records after the expiration of the time period indicated.

| Form of Discipline | Time Period |
|---|---|
| Written reprimand | One year from issuance. |
| Suspension | Three years from the final date of the suspension term. |
| Demotion | Three years from the effective date of demotion. |

An employee's request for expungement will not be considered by the City unless it is submitted in writing to his/her department head and a copy of that notice is contemporaneously delivered to the Director of Personnel.

## ARTICLE 25
## LEGAL SERVICES FUND

In order to provide employees and their dependents with assistance in defraying the cost of legal counsel, the employer agrees to contribute ten cents ($0.10) per hour for each hour worked by each employee covered by this agreement to the "RHODE ISLAND PUBLIC SERVICE EMPLOYEES' LEGAL SERVICES FUND," established by a declaration of trust dated September 20, 1974. Said fund shall be administered by a Board of Trustees selected by the Union.

a) Said contribution will be paid to such fund not later than the twentieth day ($20^{th}$) of each and every month for the hours worked by said employees up to the end of the last completed payroll period of the preceding calendar month.

b) The funds shall not be used to provide benefits which defray any expenses for disputes, grievances, or legal proceedings between employee - participant, his spouse or dependents and the employer, the union or any of its' members, their agents, or any legal entity of which they are a part.

## ARTICLE 26
## STATE OF EMERGENCY

In the event that a declared state of emergency or other act requires the closure of City offices during normally scheduled work hours, employees who the City deems essential to work on such dates shall be compensated at the normal overtime rate of time and one half.

## ARTICLE 27
## SEVERABILITY

If any provisions of this Agreement, or application thereof to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of this Agreement 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.

## ARTICLE 28
## 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 this Agreement, except by mutual consent, in writing, of the parties hereto.

## ARTICLE 29
## DURATION OF AGREEMENT

The provisions of this Agreement will be effective July 1, 2015 and will continue in full force and effect until June 30, 2018. This Agreement shall remain in effect until midnight of June 30, 2018, and shall be automatically renewed thereafter from year to year unless notice of termination or a desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date.

IN WITNESS WHEREOF, the parties hereby have signed this Agreement through their duly authorized representative on February 18, 2016.

CITY OF CRANSTON

By: _____
Allan W. Fung
Mayor

By: _____
Christopher Rawson
City Solicitor

By _____
Robert Strom
Finance Director

By _____
Witness Robert J. Coupe

RHODE ISLAND LABORERS' DISTRICT COUNCIL OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA ON BEHALF OF LOCAL UNION 1322

By _____
Michael Sabitoni
Business Manager

By _____
Arthur J. Jordan, Business Manager
LOCAL UNION 1322

By _____
Witness

Exhibit A

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF CRANSTON
And
THE RHODE ISLAND LABORERS' DISTRICT COUNCIL
On behalf of LOCAL UNION 1322
**Agreement dated: July 1, 2015 – June 30, 2018**

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund and;

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedules and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. The Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supercede any inconsistent provision of the collective bargaining agreement.

2. The current contribution rate to the Pension Fund of One Dollar ($1.54) and Fifty-Fours cents per hour shall be increased by 10% to the rate of One Dollar ($1.70) Seventy Cents per hour effective January 1, 2016. Effective January 1, 2017 the rate shall be increased by 10% to the rate of One Dollar ($1.87) Eighty-Seven Cents per hour. January 1, 2018 the rate shall be increased to Two Dollars ($2.06) Six Cents per hour (rounded to the nearest penny).

3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension's Fund current plan of benefits for the group will remain unchanged with the following exceptions:

(a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

(b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of $ 5,000 or less and for the Fund's $5,000 death benefit.

(c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

4. The Plan as a whole is deemed to be a part of the Preferred Schedule.

5. This Addendum shall be effective as of January 1, 2015 which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

Dated: February 18, 2016

FOR THE EMPLOYER:

CITY OF CRANSTON

Allan W. Fung
Mayor

Robert F. Strom
Finance Director

Witness Robert J. Loupe

FOR THE UNION:

RI LABORERS' DISTRICT COUNCIL on behalf of LOCAL UNION 1322

Michael F. Sabitoni, Business Manager

LOCAL UNION 1322

Arthur J. Jordan, Business Manager

Anna Sabitoni-Anderson
Witness

**MEMORANDUM OF UNDERSTANDING**
**BY AND BETWEEN LOCAL 1322, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AND THE CITY OF CRANSTON**

This Agreement is made and entered into this 25th day of September, 2015, by and between Local 1322, Laborers' International Union of North American ("Laborers") and the City of Cranston ("City").

**WHEREAS**, the Laborers and the City have negotiated in good to reach a mutually acceptable collective bargaining agreement for the period from July 1, 2015 through June 30, 2018; and

**WHEREAS,** representatives of the Laborers have communicated that members of the union who have reached voluntary retirement age would be inclined to retire from active employment if those members were assured continuing access to health coverage benefits for a period of one year; and

**WHEREAS,** under the collective bargaining agreement, some members of the Laborers are "grandfathered" with compensation and benefits that are not available to newer employees, including longevity pay, pension benefits, and reduced health insurance co-share costs and as a result, the retirement of said employees would produce long-term fiscal savings to the City; and

**WHEREAS,** the retirement of members of the Laborers who have reached the voluntary retirement age also would produce immediate fiscal savings to the City in the form of lower salary payments, increased health insurance co-share payments, and reduced retirement contributions; and

**WHEREAS,** said retirements would benefit remaining union members by providing opportunity for advancement into positions of greater responsibility; and

**THEREFORE**, in recognition of the mutual benefits described herein the Laborers and the City agree as follows:

1. Any Union member who retires after the date of ratification of this Agreement but not later than June 30, 2017 shall be eligible to receive health and dental benefits according to the same terms and conditions set forth in Article 12 of the Collective Bargaining Agreement effective as of July 1, 2015 between the Laborers and the City as if employed by the City for a period of one year following said employee's date of retirement.

2. For purposes of this Agreement, retirement shall mean voluntary retirement of a city employee who is a member of the Union and who is eligible to receive pension benefits from the Employee Retirement System of Rhode Island.

3. By mutual agreement, in writing, the City and the Union may extend the period of time during which members may be eligible to receive post-retirement health benefits under this Agreement beyond June 30, 2017.