

COLLECTIVE BARGAINING AGREEMENT

By and Between

the

CRANSTON PUBLIC LIBRARY

BOARD OF TRUSTEES

and

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

LOCAL R1 - 97

July 1, 2016 through June 30, 2019

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# INTRODUCTION

This agreement is entered into by and between the Cranston Public Library Board of Trustees (hereinafter referred to as "Employer") and the National Association of Government Employees, Local RI-97 (hereinafter referred to as "Union") which has as its purpose the promotion of harmonious relations and peaceful procedures for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment.

## ARTICLE 1 RECOGNITION

### SECTION 1. SOLE AND EXCLUSIVE BARGAINING AGENT.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other terms and conditions of employment for those employees certified by the Rhode Island State Labor Relations Board in Representation Case No. EE-3539 which includes all full-time library employees, excluding the Library Director, Assistant Library Director and such other employees as may lawfully be determined to be excluded from the bargaining unit.

## ARTICLE 2 DUES DEDUCTIONS; INDEMNIFICATION

### SECTION 1. EMPLOYER ADVICE TO NEW EMPLOYEES.

The Employer will advise all new employees at the time of employment that the Union is their exclusive bargaining unit representative and will notify the Union at the end of each month of the name, address and classification of each new employee.

### SECTION 2. DUES DEDUCTION.

Upon receipt by the Employer of a signed, voluntary authorization form by the employee, the Employer agrees to deduct Union membership dues levied in accordance with its constitution and bylaws from the pay of said employee and remit the aggregate amount to the Treasurer of Local RI-97 along with a list of employees from whose pay said dues shall have been deducted. Such remittance shall be made on a biweekly basis. An employee's authorization may be revoked by sending a signed written notice thereof to the Employer, said revocation to take effect sixty (60) days after receipt thereof. The Employer shall send a copy of such revocation to the President of Local RI-97.

### SECTION 3. DUES DEDUCTION AUTHORIZATION FORM.

Exhibit A, which is attached hereto and incorporated by reference herein, contains the form of authorization of dues deduction which shall be used by the employees represented by the Union.

#### SECTION 4. AGENCY FEE.

All members of the bargaining unit who have elected not to join the Union and/or who have not executed a dues' deduction authorization form in accordance with Sections 2 and 3 above, as a condition of their employment shall be required to remit an agency fee to the Union as may be required by the Union. The Employer bears no obligation to assist in the collection of agency fees which may be due the Union.

#### SECTION 5. INDEMNIFICATION.

The Union shall indemnify and hold harmless the Employer and any of its agents and employees performing required duties of the Employer against any and all claims, suits, orders and judgments of any nature brought or issued against the Employer as result of the Employer's compliance with Section 2 of this Article, including without limitation all costs and reasonable counsel fees.

### ARTICLE 3

#### NEUTRAL REFERENCES/NON-DISCRIMINATION

##### SECTION 1. NEUTRAL REFERENCES.

All references in this agreement to an "employee" or "employees" as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

##### SECTION 2. NON-DISCRIMINATION.

The Employer and the Union agree that they will continue policies of non-discrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age, sexual orientation, disability, or any other lawfully-prohibited basis of discrimination. The Employer and Union mutually agree that there will be no discrimination against an employee because he is or is not a member of the Union or because he engages or does not engage in activities protected by the Rhode Island State Labor Relations Act.

### ARTICLE 4

#### MANAGEMENT RIGHTS

##### SECTION 1. SCOPE OF MANAGEMENT RIGHTS.

Except to the extent that there is contained in this agreement express and specific provisions to the contrary, all of the authority, power, rights, jurisdiction and responsibilities of the Employer are retained by and reserved exclusively to it, including but not limited to: the right to direct, hire, promote, transfer, assign and retain employees within the bargaining unit, or to suspend, demote and discharge said employees for just cause, or to relieve employees from duties because of lack of work; to maintain the efficiencies of the operations and to determine the methods, means, processes and personnel by which such operations are to be conducted, including the right to subcontract. The Employer has the right to promulgate reasonable policies, rules and regulations pertaining to the employees covered by this agreement, so long as these policies, 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. No provision of this agreement shall be applied or construed to limit, impede or abridge any of the Employer's statutory authority or obligations.

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## ARTICLE 5 NO STRIKE/NO LOCKOUT

### SECTION 1. PROSCRIBED ACTIVITY BY EMPLOYEES/EMPLOYER.

No employee covered by this agreement shall engage in, induce, cause or encourage any strike, sit-down, sit-in, work slowdown, work cessation, work stoppage, work interruption, work boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind for any reason during the life of this agreement. The Employer will not cause a lockout of any employee.

### SECTION 2. PROSCRIBED ACTIVITY BY UNION.

Further, the Union shall not in any way, directly or indirectly, authorize, assist, encourage, induce, participate in or sanction any strike, sit-down, sit-in, slowdown, work cessation, work stoppage, or work interruption, work boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind during the life of this agreement, or ratify, condone or lend support to any such conduct or action.

### SECTION 3. DISCIPLINE.

The Employer shall have the right to discipline, up to and including discharge, any employee who violates this Article. The Employer's actions in disciplining such employee shall be subject to the grievance and arbitration procedure set forth in this agreement.

## ARTICLE 6 HOURS OF WORK; SHIFTS AND BREAK PERIODS; UNION REPRESENTATIVES AND ACTIVITY

### SECTION 1. WORK WEEK.

The regular workweek for full time employees shall consist of five (5) days which may not be consecutive, totaling thirty-five (35) hours within a calendar week, beginning on a Monday and ending on a Saturday.

On Sunday, the Employer shall make reasonable efforts to assign full-time employees as one-half ( $\frac{1}{2}$ ) of the scheduled staff, but without any obligation to assure such a staffing proportion. In the event that a service desk (Reference, Youth Services, Circulation) is not adequately staffed to meet the needs of Sunday staffing, the department heads will make every effort to find a replacement. In the event that they are unable to do so, shift(s) will be assigned by the library administration by reverse seniority.

### SECTION 2. SHIFTS AND BREAK PERIODS.

Shifts for employees assigned to the Central Library generally shall be eight (8) hours in length. Shifts for employees assigned to the Branch Libraries shall vary in length depending upon the hours of operation of the Branch Libraries, as may be determined by the Employer, in its sole discretion. To the extent practical, the Employer will post the schedule of shifts one (1) week in advance.

Employees assigned to work an eight (8) hour shift shall be allowed a one (1) hour unpaid meal break and may be allowed one (1) fifteen (15) minute paid break during the first half of the shift and one (1) fifteen (15) minute paid break during the second half of the shift. These fifteen (15) minute breaks shall not be unreasonably denied and under usual conditions will be allowed routinely.

### SECTION 3. DESIGNATION OF UNION REPRESENTATIVES.

From among the employees in the bargaining unit, the Union may designate and the Employer will recognize not more than two (2) representatives to serve as the Union's agents in grievance representation of employees; provided however that the Employer will recognize up to five (5) representatives for collective bargaining agreement negotiations. The Employer shall not be required to recognize any employee as a Union representative unless the Union has informed the Employer, in writing, of the employee's name and designation as a Union representative.

### SECTION 4. LEAVE FOR UNION ACTIVITY.

The employer will pay Members of the Executive Board at their straight-time rate of pay to attend a one (1) day NAGE/SEIU workshop per calendar year. The employer will also pay at the straight-time rate of pay for scheduled work hours lost in attendance at meetings with the Employer pertinent to collective bargaining, grievance adjustment, or representing an employee at any step of the grievance procedure and arbitration. Each Member of the Union Executive Board will be compensated for four (4) hours per quarter per calendar year to use for officially sanctioned union business, in addition to time already allotted for grievances and contract negotiations. In no event will the Employer compensate a Union representative for work hours lost in preparation for collective bargaining agreement negotiations, grievance arbitration, interest arbitration, unfair labor practice hearings or any contested adversary proceeding between the Employer and Union (or any employee it represents). The Employer may refuse to grant leave under this section if, in the judgment of the Employer, the employee's absence would adversely impact the operation of the library.

## ARTICLE 7 ANNUAL SALARIES

Bargaining unit employees assigned to the job classifications listed in this article shall be paid the annual salaries set forth in the schedule listed below.

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**SCHEDULE OF SALARIES FOR JULY 1, 2016 - JUNE 30, 2017**

3% INCREASE  
CLASSIFICATIONS

GRADE	24	28	32
<i>*Service Steps</i>	Librarian I	Librarian II	Librarian III
1	42,787.30	50,091.97	58,961.66
2	44,479.51	52,169.66	61,482.65
3	46,271.96	54,339.87	64,134.69
4	48,114.50	56,610.29	66,871.54
5	50,147.88	58,961.66	69,747.15
6	52,169.66	61,482.65	72,796.22
7	55,299.70	65,167.75	77,163.61
8	56,355.87	66,320.29	78,424.09
9	56,880.11	66,937.15	79,156.47
10	57,400.51	67,549.96	79,885.04

GRADE	10	14	18
	Library Asst I	Library Asst II	Library Asst III
1	25,953.75	29,646.59	34,145.04
2	26,855.79	30,660.37	35,409.38
3	27,730.80	31,789.81	36,719.97
4	28,690.61	32,988.62	38,142.35
5	29,646.57	34,145.04	39,614.85
6	30,660.37	35,409.38	41,164.47
7	32,499.09	37,537.17	43,631.48
8	33,347.09	38,427.61	44,579.72
9	33,651.61	38,782.24	44,992.17
10	33,960.01	39,133.01	45,400.79

GRADE	11
	Custodian
1	30,584.06
2	31,428.16
3	32,245.31
4	33,206.22
5	34,031.51
6	35,579.95
7	37,714.74
8	38,605.04
9	38,962.88
10	39,324.10

**\*SERVICE STEPS KEY**

1	Date of hire to 6 months
2	6 months to 1 1/2 years
3	1 1/2 years to 2 1/2 years
4	2 1/2 years to 3 1/2 years
5	3 1/2 years to 4 1/2 years
6	4 1/2 years to 5 1/2 years
7	5 1/2 years to 8 1/2 years
8	8 1/2 years to 13 1/2 years
9	13 1/2 years to 18 1/2 years
10	18 1/2 years or more

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**SCHEDULE OF SALARIES FOR JULY 1, 2017 - JUNE 30, 2018**

**3% INCREASE  
CLASSIFICATIONS**

<b>GRADE</b>	<b>24</b>	<b>28</b>	<b>32</b>
<i>*Service Steps</i>	<b>Librarian I</b>	<b>Librarian II</b>	<b>Librarian III</b>
1	44,070.92	51,594.73	60,730.51
2	45,813.89	53,734.75	63,327.13
3	47,660.12	55,970.07	66,058.73
4	49,557.94	58,308.60	68,877.69
5	51,652.31	60,730.51	71,839.56
6	53,734.75	63,327.13	74,980.10
7	56,958.69	67,122.78	79,478.52
8	58,046.55	68,309.90	80,776.81
9	58,586.52	68,945.26	81,531.16
10	59,122.52	69,576.46	82,281.59

<b>GRADE</b>	<b>10</b>	<b>14</b>	<b>18</b>
	<b>Library Asst I</b>	<b>Library Asst II</b>	<b>Library Asst III</b>
1	26,732.37	30,535.99	35,169.39
2	27,661.46	31,580.18	36,471.66
3	28,562.73	32,743.50	37,821.57
4	29,551.33	33,978.28	39,286.62
5	30,535.97	35,169.39	40,803.30
6	31,580.18	36,471.66	42,399.40
7	33,474.06	38,663.28	44,940.42
8	34,347.51	39,580.44	45,917.11
9	34,661.16	39,945.71	46,341.94
10	34,978.81	40,307.00	46,762.82

<b>GRADE</b>	<b>11</b>
	<b>Custodian</b>
1	31,501.58
2	32,371.01
3	33,212.67
4	34,202.41
5	35,052.45
6	36,647.35
7	38,846.18
8	39,763.19
9	40,131.77
10	40,503.83

**\*SERVICE STEPS KEY**

1	Date of hire to 6 months
2	6 months to 1 1/2 years
3	1 1/2 years to 2 1/2 years
4	2 1/2 years to 3 1/2 years
5	3 1/2 years to 4 1/2 years
6	4 1/2 years to 5 1/2 years
7	5 1/2 years to 8 1/2 years
8	8 1/2 years to 13 1/2 years
9	13 1/2 years to 18 1/2 years
10	18 1/2 years or more

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**SCHEDULE OF SALARIES FOR JULY 1, 2018 - JUNE 30, 2019**

3% INCREASE  
CLASSIFICATIONS

GRADE	24	28	32
<i>*Service Steps</i>	Librarian I	Librarian II	Librarian III
1	45,393.05	53,142.57	62,552.42
2	47,188.31	55,346.80	65,226.94
3	49,089.92	57,649.17	68,040.49
4	51,044.68	60,057.86	70,944.02
5	53,201.88	62,552.42	73,994.75
6	55,346.80	65,226.94	77,229.51
7	58,667.45	69,136.47	81,862.88
8	59,787.95	70,359.19	83,200.11
9	60,344.11	71,013.62	83,977.10
10	60,896.20	71,663.76	84,750.04

GRADE	24	28	32
	Library Asst I	Library Asst II	Library Asst III
1	27,534.34	31,452.07	36,224.47
2	28,491.30	32,527.59	37,565.81
3	29,419.61	33,725.81	38,956.22
4	30,437.87	34,997.63	40,465.22
5	31,452.05	36,224.47	42,027.40
6	32,527.59	37,565.81	43,671.38
7	34,478.28	39,823.18	46,288.64
8	35,377.93	40,767.85	47,294.62
9	35,701.00	41,144.08	47,732.19
10	36,028.17	41,516.21	48,165.70

GRADE	11
	Custodian
1	32,446.63
2	33,342.14
3	34,209.05
4	35,228.48
5	36,104.03
6	37,746.77
7	40,011.57
8	40,956.09
9	41,335.72
10	41,718.94

**\*SERVICE STEPS KEY**

1	Date of hire to 6 months
2	6 months to 1 1/2 years
3	1 1/2 years to 2 1/2 years
4	2 1/2 years to 3 1/2 years
5	3 1/2 years to 4 1/2 years
6	4 1/2 years to 5 1/2 years
7	5 1/2 years to 8 1/2 years
8	8 1/2 years to 13 1/2 years
9	13 1/2 years to 18 1/2 years
10	18 1/2 years or more

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# ARTICLE 8

## HEALTH AND DENTAL COVERAGES

### SECTION 1. DESCRIPTION OF COVERAGES.

For the duration of this agreement, the Employer agrees to assume 80% of the cost of providing individual or family coverage, as appropriate, health insurance coverage which is substantially similar to the coverage provided to eligible employees as of the date of the execution of this agreement or such coverage as the insurer may create or modify as a substantially similar substitute if it discontinues a plan covering employees.

In addition, prior to any future voluntary change by the Employer, the Union will assist the Employer in reviewing all insurance proposals to assure substantially similar benefits at possible reduced costs to the Employer and Employee. In the event of a good faith dispute between the Employer and the Union as to "substantially similar benefits" with respect to a future voluntary plan change by the Employer, the parties shall submit the dispute to arbitration as set forth in this Agreement. The employee agrees to assume and co-pay the balance of the cost of providing the health coverage.

### SECTION 2. DENTAL INSURANCE.

For the duration of this agreement, the Employer agrees to assume 80% of the cost of providing individual or family dental insurance which is substantially similar to the coverage provided to eligible employees as of the date of the execution of this agreement or such coverage as the insurer may create or modify as a substantially similar substitute if it discontinues a plan covering employees.

In addition, prior to any future voluntary change by the Employer, the Union will assist the Employer in reviewing all insurance proposals to assure substantially similar benefits at possible reduced costs to the Employer and Employee. In the event of a good faith dispute between the Employer and the Union as to "substantially similar benefits" with respect to a future voluntary plan change by the Employer, the parties shall submit the dispute to arbitration as set forth in this Agreement. The employee agrees to assume and co-pay the balance of the cost of providing the dental coverage.

### SECTION 3. EMPLOYEE CO-PAYMENT/PAYROLL DEDUCTION.

Each employee shall assume his percentage co-payments of the cost of providing the health and dental insurance coverages referenced in Section 1. and Section 2. above. Each employee shall sign a written payroll deduction form authorizing the Employer to deduct from his salary a sum sufficient to satisfy the employee's co-payment obligation.

### SECTION 4. COMPENSATION IN LIEU OF COVERAGE.

If an employee elects not to receive the health and/or dental coverage(s) described in Section 1. and Section 2. above, the Employer shall pay him a sum of money which equates to the following for each year of the contract of the Employer's annual cost for providing such coverage(s):

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FOR HEALTH INSURANCE		FOR DENTAL INSURANCE
Year one	30% of the 2013 Fiscal Year working rate	In each of the three years of this Agreement, lump sum payments of \$300.00 for family plan and \$100.00 for individual plan.
Year two	Lump sum payments of \$3,000.00 for family plan and \$1,000.00 for individual plan.	
Year three	Lump sum payments of \$3,000.00 for family plan and \$1,000.00 for individual plan	

These payments 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 Library Director and deliver it to the Library Director or his designee. If an employee terminates his employment, he agrees to pay to the Employer within forty-five (45) days of termination the pro-rata share of compensation in lieu of coverage.

New members of the bargaining unit hired on or after July 1, 2013 are not eligible for compensation in lieu of coverage.

#### SECTION 5. SUBSTANTIALLY SIMILAR COVERAGES.

In the event that any of the health or dental coverages described in this Article should no longer be offered or available, then the Employer may obtain a substantially similar form of coverage as a substitute, subject to the employee's co-payment obligations set forth in Section 1. and Section 2. of this Article.

## ARTICLE 9 LIFE INSURANCE

#### SECTION 1. NATURE AND FACE VALUE OF COVERAGE.

The Employer will purchase for each employee in the bargaining unit, at no cost to the employee, group term life insurance, which, in the event of death of an employee while employed by the Employer, will provide a benefit of Seventy Five Thousand Dollars (\$75,000.00).

## ARTICLE 10 PENSION PLAN

#### SECTION 1. PENSION PLAN AND CONTRIBUTIONS.

Consistent with the provisions of Rhode Island General Laws, Section 45-21-2(5) and 45-21-2(11) eligible

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employees must participate in the retirement system defined in Rhode Island General Laws 45-21-2(17) and 45-21-32. The Employer and each employee shall contribute such percentage of the employee's wages as may be required under law.

## ARTICLE 11 HOLIDAYS

### SECTION 1. HOLIDAYS OBSERVED.

The holidays listed below shall be observed and celebrated:

New Year's Day	Independence Day	Veterans Day
Martin Luther King Day	Victory Day	Thanksgiving Day
Presidents' Day	Labor Day	December 24th
Memorial Day	Columbus Day	Christmas Day

### SECTION 2. ELIGIBLE EMPLOYEES.

Each employee who has actually worked during the seven (7) day period immediately preceding the date observed as a holiday or who was on vacation during that seven (7) day period, and who actually worked his last scheduled work day before and first scheduled work day after the date observed as the holiday, shall be eligible for the benefits set forth in this article.

### SECTION 3. NO WORK ON THE HOLIDAY.

An eligible employee, who is not required to work on the day observed as a holiday shall receive his ordinary straight-time rate of pay for that day and no additional compensation, except for the holidays of New Years Day, Independence Day, Veterans Day and Christmas Day, which in such instances, shall receive another mutually agreed day off.

### SECTION 4. WORK ON A HOLIDAY.

An eligible employee who voluntarily works on a day observed as a holiday shall receive one and one-half times his or her ordinary straight time rate of pay only with the prior approval of the Director or his or her designee of the duties to be performed and the total number of hours worked.

### SECTION 5. HOLIDAYS DURING A VACATION PERIOD.

If a holiday occurs during the scheduled vacation of an eligible employee, the employee will not receive any additional compensation for the work week in which the holiday occurs.

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## ARTICLE 12

### TEMPORARY SERVICE OUT OF CLASSIFICATION

#### SECTION 1. OUT OF CLASSIFICATION COMPENSATION.

If an employee has been assigned, directed and authorized by the Library Director, or his designee, to serve temporarily in a higher rated classification for more than five (5) consecutive working days, then the employee shall be compensated at the rate of the higher classification for all time served in that classification retroactive to the first day.

## ARTICLE 13

### TUITION STIPEND

#### SECTION 1. TUITION STIPEND AND COURSE ATTENDANCE.

An employee will be paid a tuition stipend up to Seven Hundred Dollars(\$700.00) per annum upon the successful completion of a course of study in a field reasonably related to the employee's duties and responsibilities in the Cranston Library system, as determined in the discretion of the Employer prior to the employee's enrollment. Subject to operational conditions, an employee may be granted up to six (6) hours per week of authorized leave for attendance at such a course without loss of pay for that time. The Employer's determination may be reviewed in accordance with the grievance and arbitration procedures set forth herein. Under no circumstances will an employee be paid more than Seven Hundred Dollars (\$700.00) per calendar year pursuant to the provisions of this article.

## ARTICLE 14

### SICK LEAVE

#### SECTION 1. SICK LEAVE DEFINITION.

Sick leave with pay shall be granted because of a medically necessary absence caused by personal illness or non-work related injury which functionally impairs an employee from performing his regular duties. Exposure to a contagious disease or enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only shall entitle an employee to sick leave.

In circumstances in which an employee's spouse, domestic partner<sup>1</sup>, child or parent is ill, the employee may be granted sick leave from his accumulation up to thirty (30) days or two hundred ten (210) hours per calendar year if: (1) attendance upon said employee's spouse, domestic partner, child or parent is medically necessary; and (2) said employee is unable to make any other arrangements for the attendance upon said spouse, domestic partner,

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<sup>1</sup> In order to qualify as a domestic partner, both partners must certify by affidavit that (1) both partners are at least 18 years old and mentally competent to contract, (2) that neither partner is married to anyone, (3) that the partners are not related by blood to a degree that would prohibit marriage in the State of Rhode Island, (4) that the partners live together and have lived together for at least one year, (5) that the partners are financially interdependent as evidenced by at least one of the following: (a) a domestic partnership agreement or relationship contract; (b) a joint mortgage or joint ownership of a primary residence; (c) two of (i) joint ownership of a motor vehicle; (ii) a joint checking account; (iii) joint credit account; (iv) joint lease and/or the domestic partner has been designated a beneficiary for the employee's will, retirement contract or life insurance.

child or parent. To be eligible to receive sick leave under such circumstances for a period longer than five (5) consecutive days, the employee shall be required to submit sufficient medical documentation, at his expense, verifying the medical necessity for attendance upon said spouse, domestic partner, child or parent and/or an affidavit substantiating the inability to make alternate arrangements.

## SECTION 2. NOTIFICATION OF ABSENCE.

Sick leave will be granted for the employee upon notification to the Library Director or his or her designee within a reasonable period of time after the time that the employee is scheduled to work.

## SECTION 3. PHYSICIAN'S CERTIFICATION; VIOLATION OF PROVISIONS.

In the event that an employee must take sick leave pursuant to this Article for a period in excess of five (5) consecutive days, then said employee may be required to submit a physician's certificate to the Library Director, if so requested. Any employee who has used sick leave on three (3) separate occasions (regardless of the amount of time used on each such occasion) in a calendar year may be required to provide a physician's certificate to the Library Director, if so requested, for each and every additional request for sick leave.

Willful violation of any of the sick leave provisions contained herein or hereafter promulgated by the Employer, or the willful making of a false claim for sick leave shall subject the employee chargeable therewith to disciplinary action and/or the requirement to make restitution. The Union and employees of the bargaining unit acknowledge that regular and predictable attendance is an essential function of each position within the bargaining unit.

## SECTION 4. SICK LEAVE ACCRUAL AND ACCUMULATION.

An employee who has completed thirty (30) days of employment within his probationary period shall be granted sick leave if he suffers an injury or illness which prevents him from working and with respect to which the employee is not entitled to worker's compensation benefits pursuant to Rhode Island law. Sick leave shall accrue at the rate of 1.50 days per month for a total annual accrual of eighteen (18) days per year. An employee may accumulate and carry over unused sick leave from year to year, but in no event shall the accumulation exceed one hundred forty (140) days.

## SECTION 5. PAYMENT OF UNUSED SICK LEAVE.

Employees who have completed less than ten (10) years of service shall not be entitled to payment of unused, accumulated sick leave upon retirement or death prior to retirement. Employees who have completed ten (10) years of service shall be paid one-third (1/3) the value of their unused, accumulated sick leave, at the time of retirement or death prior to retirement, up to a limit of forty (40) days. Employees who have completed twenty (20) years of service shall be paid one-half (1/2) the value of their unused, accumulated sick leave, at the time of retirement or death prior to retirement, up to a limit of sixty (60) days. Buyout calculations will continue to be based on a one hundred twenty (120) day maximum (i.e., 1/3=40 day maximum, 1/2=60 day maximum).

## SECTION 6. SICK LEAVE BANK

The Union and Employer agree to the establishment of an employee sick leave bank, subject to the terms and conditions set forth herein and such rules and regulations as may be promulgated by the sick leave bank committee.

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The purpose of the sick leave bank is to generate a pool of employee-donated sick leave which may be used to compensate eligible employees afflicted with a major or catastrophic illness and who have exhausted all accrued and accumulated sick leave under Section 4 of this Article and all other forms of leave which may be accumulated under this Agreement.

The sick leave bank shall be funded with contributions of an employee from his accumulated sick leave. Employee contributions of sick leave are voluntary, but if made, shall be in a minimum amount of one (1) day and a maximum amount of three (3) days per contribution period.

An employee's election to contribute to the sick leave bank must be expressed in writing on a form provided by the Library Director. Employees with less than fifteen (15) accumulated days of sick leave shall not be permitted to donate to the sick leave bank. Employee contributions may be made during two (2) contribution periods: January 1 through January 31 and July 1 through July 31. All contributions of sick leave are irrevocable and without any reversionary rights in the donor-employee.

The sick leave bank shall be governed and administered by a three (3) member sick leave bank committee consisting of the president of the Union, the Library Director and the chairperson of the Cranston Public Library Board of Trustees.

The sick leave bank committee shall use such data and criteria as it, in its sole discretion, deems necessary for the purpose of assessing and passing upon the merits of any application for sick leave benefits, including but not limited to:

- (a) competent medical evidence from a board certified specialist in a relevant field of medicine related to the applicant's affliction, verifying the applicant's diagnosis, treatment, disability from conducting the regular duties and responsibilities of his employment and prognosis;
- (b) prior utilization and exhaustion of all other sick leave benefits by the applicant pursuant to other sections of this Article;
- (c) the amount of sick leave days donated in the bank and available for all employees in the bargaining unit; and
- (d) the number of applicants.

No employee shall be entitled to apply or use sick leave benefits from the sick leave bank for the illness of anyone but the employee himself. No employee may receive more than sixty (60) days of donated sick leave within five (5) calendar years. An employee discharging donated sick leave shall do so at his rate of pay. During the time period an employee discharges donated sick leave, he shall not accrue vacation leave or sick leave.

Neither the Employer nor Union shall bear any obligation to replenish the depletion of the sick leave bank.

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Should the sick leave bank be abolished through collective bargaining or interest arbitration, there shall be no payment or restitution of contributed sick leave to any employee.

Any and all disputes of any nature arising out of the administration of the sick leave bank shall not be subject to the grievance and arbitration provisions of this Agreement, it being expressly understood and agreed that all decisions of the sick leave bank committee shall be final and binding.

During the use of sick leave bank the Employer will maintain its share of the employee's Health Insurance coverage.

## ARTICLE 15 VACATIONS

### SECTION 1. ELIGIBLE EMPLOYEES.

An employee shall be entitled to paid vacation if the employee completes six (6) months of continuous service.

### SECTION 2. VACATION ALLOTMENT.

The amount of vacation to which an employee shall be entitled during any calendar year shall be determined by the length of continuous service completed by the employee as of January 1 in the year in which the vacation is to be taken, in accordance with the following chart:

#### LENGTH OF CONTINUOUS SERVICE DAYS OF VACATION ACCRUAL RATE

(PER MONTH)				
Prior to Completion of 6 Months*	1-5 Years	6-10 Years	11-24 Years	25 Years or More
-0- / -0-	19 days per year / 11.09 hours per month	21 days per year / 12.25 hours per month	24 days per year / 14.00 hours per month	25 days per year / 14.58 hours per month

*\*Upon completion of six (6) months of service an employee is eligible to receive and use six (6) days of vacation.*

Employees will accrue vacation time in one calendar year to be used in the following year.

### SECTION 3. SCHEDULING.

The Employer shall retain the final right to approve, deny, schedule and cancel all vacations. During the period of December 1 through December 15 of each calendar year, an employee may submit to the Library Director, in writing, the vacation dates the employee desires to schedule for the ensuing calendar year. The Library Director or his designee will approve or deny such request in writing not later than December 31 of that calendar year. If, during the period of December 1 through December 15, two (2) or more employees request the same vacation date(s) and the Employer determines to approve some but not all such vacation request for

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such dates, the request of the senior employee(s) shall be honored. Vacation scheduling requests received after December 15 shall be approved or denied in the order in which they are received by the Library Director. An employee must take at least five (5) consecutive vacation days in a calendar year.

#### SECTION 4. ACCUMULATION AND USE OF VACATION.

An employee shall be allowed to accumulate and carry over to the next calendar year a maximum of five (5) vacation days per year. Any vacation leave accumulated in excess of the five (5) day cap which is not used by the end of the calendar year will be lost and an employee shall not receive pay in lieu of vacation. An employee will be paid for vacation hours to which he is entitled but which he has not used at the time of termination of employment.

#### SECTION 5. RATE OF PAY.

An employee shall be compensated for vacation at the straight-time rate of pay at the time the vacation is taken.

## ARTICLE 16 BEREAVEMENT LEAVE

#### SECTION 1. NATURE OF LEAVE; LIMITATIONS.

Bereavement leave shall be granted for a death in an employee's immediate family from the date of death through the conclusion of the funeral or period of mourning, inclusive of transportation time. The term "immediate family" is defined to include an employee's father, mother, spouse, domestic partner<sup>2</sup>, child, brother, sister, mother-in-law, father-in-law, grandparents, or a relative or friend domiciled in the employee's household at the time of death. In no event shall such leave exceed five (5) days. Bereavement leave shall also be granted for a death of an employee's other relative, close friend or associate for a period not to exceed one (1) work day. Requests for bereavement leave shall be made to the Library Director as soon as practical.

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<sup>2</sup> In order to qualify as a domestic partner, both partners must certify by affidavit that (1) both partners are at least 18 years old and mentally competent to contract, (2) that neither partner is married to anyone, (3) that the partners are not related by blood to a degree that would prohibit marriage in the State of Rhode Island, (4) that the partners live together and have lived together for at least one year, (5) that the partners are financially interdependent as evidenced by at least one of the following: (a) a domestic partnership agreement or relationship contract; (b) a joint mortgage or joint ownership of a primary residence; (c) two of (i) joint ownership of a motor vehicle; (ii) a joint checking account; (iii) joint credit account; (iv) joint lease and/or the domestic partner has been designated a beneficiary for the employee's will, retirement contract or life insurance.

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## **ARTICLE 17**

### **PARENTAL AND FAMILY MEDICAL LEAVE**

#### **SECTION 1. FEDERAL/STATE LAW.**

To the extent it may be applicable, the Employer agrees to comply with governing state and federal parental, family and medical leave legislation including the Family and Medical Leave Act of 1993, ("FMLA") Pub. L. No. 103-03, Section 405(b)(2), 107 Stat. 6 (1993) and the Rhode Island Parental and Family Medical Leave Act, R.I.G.L. 28-48-1, et seq.

#### **SECTION 2. FMLA NOTICE AND MEDICAL CERTIFICATION.**

An employee who is eligible for FMLA leave shall comply with the notice and medical certification requirements of FMLA. The Employer shall provide notice to an employee discharging paid leave provided under this agreement (i.e. Articles XIV, XV and XXI) that such leave will be counted against the employee's FMLA allowance.

## **ARTICLE 18**

### **MILITARY LEAVE**

#### **SECTION 1. COMPLIANCE WITH FEDERAL LAW.**

The Employer will comply with the provisions of the Veterans Re-employment Rights Act 38 USC, Sections 2021-2026, as amended and recodified. An employee who is unable to report for regularly scheduled work because the employee is required to report for active duty with the United States National Guard or a reserve unit of the United States Military shall, for each day of the first fourteen (14) work days lost because of such duty, be compensated in an amount equal to the difference between eight (8) hours' pay at his straight-time rate of pay, as specified in this agreement, and the amount earned for military service.

## **ARTICLE 19**

### **JURY DUTY LEAVE**

#### **SECTION 1. LEAVE FOR JURY SERVICE; COMPENSATION; NOTICE.**

An employee who is required to report for jury duty, shall be entitled to leave with pay for scheduled work hours lost as the result of such service. For each hour of such leave taken, the Employee will be compensated by the Employer in an amount equal to his straight-time hourly rate of pay, less the amount received by the employee as compensation for such jury service. An employee who reports for such service and is excused therefrom shall immediately contact his direct supervisor and report for work, if requested. In order to be paid by the Employer for such leave, the employee must submit to the Library Director written proof, executed by the administrator of the court (or other appropriate official), of having served, the duration of such service and the amount of compensation received for such service.

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## **ARTICLE 20**

### **STAFF DEVELOPMENT LEAVE**

#### **SECTION 1. NATURE OF LEAVE; EXPENSES; SELECTION TO ATTEND.**

At the Library Director's discretion leave with pay may be allowed for employees to attend library conferences and other professional meetings, inclusive of reasonable travel time. The Employer will contribute to the expenses of the officially-designated representatives from the Cranston Public Library system. The privilege of attendance at such conferences or meetings will be rotated among members of the staff as may be practical; but, an employee having program responsibility shall be entitled to priority to attend.

## **ARTICLE 21**

### **LEAVE OF ABSENCE**

#### **SECTION 1. LEAVE OF ABSENCE.**

The Employer may grant an employee who has completed at least two (2) full years of service a leave of absence without pay for a period not to exceed one hundred thirty (130) calendar days for circumstances of personal hardship or educational advancement. Requests for such leave shall be submitted in writing to the Library Director or his designee and shall be reasonably justified. Except in emergency circumstances, requests for such leave shall be submitted not less than thirty (30) calendar days before the first day of the anticipated commencement of leave. The request shall include the reasons for the leave and the expected date of return. At the end of such leave of absence, the employee shall be reinstated to his former position.

#### **SECTION 2. SERVICE BENEFIT ACCRUALS.**

The period of leave of absence shall not be credited for the accrual of benefits such as sick leave, vacation leave, and any other benefit set forth in this agreement dependent upon an employee's length of service.

#### **SECTION 3. INSURANCE BENEFITS.**

During a period of leave of absence granted by the Employer, it shall not be responsible for assuming the cost of any and all insurance benefits provided under this agreement. Should the employee desire the continuation of such insurance benefits, then the employee must assume said costs and advance funds to the Employer for the payment of premiums necessary to maintain such insurance benefits in full force and effect.

## **ARTICLE 22**

### **EMPLOYEE DISCIPLINE**

#### **SECTION 1. JUST CAUSE.**

The Employer hereby agrees that no member of the bargaining unit shall be disciplined in any manner or form without just cause. Any contested disciplinary action shall be processed through the grievance and arbitration procedures set forth in this agreement.

## ARTICLE 23 SENIORITY AND LAYOFFS

### SECTION 1. DEFINITION.

Seniority shall be defined as an employee's length of continuous service computed from the first date of full-time employment.

### SECTION 2. LAYOFFS.

In the event of a layoff, reduction in the work force, or abolition of a bargaining unit position, non-bargaining unit employees performing bargaining unit work shall be released from employment prior to any member of the bargaining unit. Thereafter, the least senior member of the bargaining unit in an affected classification shall be released from employment first. Any bargaining unit member notified of his layoff shall, prior to his actual separation from service, have the option to bump into a lower classification, provided there is a less senior bargaining unit member within said classification, and provided further, that the more senior, bumping employee is qualified to perform all of the duties and responsibilities of the lower classification.

### SECTION 3. OTHER FACTORS ASSOCIATED WITH LAYOFFS

In the event the Employer decides to layoff, reduce in the workforce, or abolish a bargaining unit position, any member of the bargaining unit hired on or after July 1, 2013 may be released from employment without regard to the Employer's retention of non-bargaining unit, part-time employees who perform bargaining unit work; provided however, that the least senior member of the bargaining unit in the affected classification shall be released from employment first; and provided further that any such employee released from employment shall have the right to bump into any other bargaining unit position held by an employee hired after July 1, 2013.

## ARTICLE 24 PROBATIONARY EMPLOYEES

### SECTION 1. PROBATIONARY PERIOD.

Any newly hired member of the bargaining unit shall serve a six (6) month probationary period, commencing on the first day of employment. During said 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.

### SECTION 2. SICK LEAVE, VACATION LEAVE AND SENIORITY.

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.

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SECTION 3. INSURANCE BENEFITS.

The Employer shall not be responsible for its cost for any and all insurance benefits provided under this agreement until a probationary employee has completed thirty (30) days of employment.

SECTION 4. OTHER RIGHTS AND BENEFITS.

Other than those conditions stated in Section 1. through Section 3. above, any and all rights and benefits provided by this agreement shall apply to probationary employees, unless the parties agree otherwise.

## ARTICLE 25 GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 1. DEFINITION.

A grievance is a dispute between the Employee (or the Union) and the Employer which involves the application, meaning or interpretation of the express provisions of this agreement.

SECTION 2. EXCLUSIVITY.

The procedures set forth in this article shall comprise the sole and exclusive dispute resolution process for a grievance.

SECTION 3. 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 the Library Director. The Library Director, or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the Library Director or his designee not respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

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/Labor Relations Committee, through its chairperson, within five (5) days thereafter, excluding weekends and holidays. The Personnel/Labor Relations Committee, through its chairperson, shall give its written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Personnel/Labor Relations Committee fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

SECTION 4. WRITTEN PRESENTATION.

All grievances presented in accordance with the procedures set forth in Section 3. shall include: the facts giving rise to the grievance; the provision(s) of the agreement, if any, alleged to have been violated; the name(s) of the aggrieved Employee(s); and remedy sought. All grievances shall be signed and dated by the aggrieved Employee and a duly authorized Union representative.

SECTION 5. TIME LIMITATIONS.

The time limitations set forth in Section 3. 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.

SECTION 6. SUBMISSION TO ARBITRATION.

Any grievance, as defined in Section 1. of this article, that has been properly and timely processed through 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 Employer with a written demand for arbitration within ten (10) days, excluding weekends and holidays, after the response of the Personnel/Labor Relations Committee is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a waiver of the Employee's and Union's right to demand arbitration.

SECTION 7. 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 Employer 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 8. 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 provision(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 Employer; or (d) involves any matter wherein the Employer's decision is final and binding under either the terms of this agreement or by applicable law.

SECTION 9. BINDING EFFECT.

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

SECTION 10. 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 Employer.

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## ARTICLE 26

### DURATION OF AGREEMENT; SEPARABILITY

#### SECTION 1. DURATION OF AGREEMENT.

This agreement is effective from July 1, 2016 and shall continue in full force and effect through midnight on June 30, 2019.

#### SECTION 2. SEPARABILITY.

If any term or provision of this agreement is, at any time during the life of this agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this agreement.

## ARTICLE 27

### ENTIRE UNDERSTANDING

#### SECTION 1. ENTIRE UNDERSTANDING.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

#### SECTION 2. MODIFICATIONS.

Any modifications or changes to this agreement must be reduced to writing and executed by duly authorized representatives of the Employer and Union.

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# EXECUTION AND SIGNATORIES

IN WITNESS WHEREOF, the Employer and Union, by and through their respective

duly authorized representatives have executed this agreement on the

16 day of March, 2016.

In the Presence of:

CRANSTON PUBLIC LIBRARY BOARD OF TRUSTEES

By Jack Tregar

Jack Tregar, Chairperson

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, LOCAL R1-97

By Barbara Angelone-Poulin

Barbara Angelone-Poulin, President

**Fill in Boxes Marked with an (X)**

**REQUEST AND AUTHORIZATION FOR VOLUNTARY ALLOTMENT  
OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES  
AND REQUEST THE NAGE TO ACT AS MY EXCLUSIVE COLLECTIVE BARGAINING AGENT**

NAME OF EMPLOYEE (Print - Last Name, First, Middle)	IDENTIFICATION NO. (Soc. Sec. #)
(X)	(X)

HOME ADDRESS (Street and Number)	City and State	Zip Code
(X)		

AGENCY (include Bureau, Division, Branch or Other Designation)

**SECTION A - FOR USE BY EMPLOYEE ORGANIZATION**

NAME OF EMPLOYEE ORGANIZATION (Indicate Local, Branch, Lodge or Other Appropriate Identification)

**NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL** R1 -97

I hereby certify that the regular dues of this organization for the aboved named member are currently established at **\$10.00** per week.

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL	PRESIDENT OR TREASURER	DATE

I HEARBY AUTHORIZE THE ABOVE NAMED AGENCY TO DEDUCT FROM MY PAY EACH PAY PERIOD, OR THE FIRST FULL PAY PERIOD OF EACH MONTH THE AMOUNT CERTIFIED ABOVE AS THE REGULAR DUES AND TO REMIT SUCH AMOUNTS TO THAT EMPLOYEE ORGANIZATION IN ACCORDANCE WITH ITS ARRANGEMENTS WITH MY EMPLOYING AGENCY. I FURTHER AUTHORIZE ANY CHANGE IN THE AMOUNT TO BE DEDUCTED WHICH IS CERTIFIED BY THE ABOVE NAMED EMPLOYEE ORGANIZATION AS UNIFORM CHANGE IN ITS DUES STRUCTURE.

SIGNATURE OF EMPLOYEE	DATE
(X)	(X)

*BAP 3/16/16      JO 3/16/16*