

(The following is not a verbatim transcript of comments or discussion that occurred during the meeting, but rather a summarization intended for general informational purposes. All motions and votes are the official records).

FINANCE COMMITTEE

Regular meeting of the Finance Committee was held on Thursday, November 17, 2011 in the Council Chambers, City Hall, Cranston, Rhode Island.

CALL MEETING TO ORDER:

The meeting was called to order at 7:25 P.M. by the Chair.

Present: Council Vice-President Robert J. Pelletier
Councilman Steven A. Stycos, Vice-Chair
Councilman Paul H. Archetto
Councilman James E. Donahue
Councilman Michael W. Favicchio
Council President Anthony J. Lupino

Absent: Councilman Emilio L. Navarro

Also Present: Councilman Richard D. Santamaria, Jr.
Gerald Cordy, Director of Administration
Mark Capuano, Deputy Director of Administration
Evan Kirshenbaum, Assistant City Solicitor
Robert Strom, Director of Finance
Steve Woerner, City Council Internal Auditor
Maria Medeiros Wall, City Clerk
Rosalba Zanni, Assistant City Clerk/Clerk of Committees
Heather Finger, Stenographer

MINUTES OF THE LAST MEETING:

On motion by Councilman Favicchio, seconded by Council Vice-President Pelletier, it was voted to dispense with the reading of the minutes of the last meeting and they stand approved as recorded. Motion passed unanimously.

CORRESPONDENCE:

OLD BUSINESS:

PUBLIC HEARING

Steven Bloom, School Committee Member, appeared to speak and urged the City Council to postpone ratification of the Bus Driver's Contract, possibly until February 28, 2012, at which time the Transportation Consolidation Sub-Committee would have a report ready. Council President Lupino stated point of order. He stated that Mr. Bloom is not a member of the public and should not be allowed to speak at this time. This issue already came to the City Council as an approved contract from the School Committee.

Council Vice-President Pelletier agreed with Council President Lupino and stated that Mr. Bloom is not a member of the public.

Mr. Bloom was allowed to continue speaking.

Mr. Bloom stated five reasons for postponing this issue:

1. Approving this extension contract may lock in or increase the deficits;
2. The transportation sub-committee has been working on a ten-year study;
3. A plan that is being proposed is replacing buses over a five-year period;
4. If transportation is outsourced, what is planned for the retention of our drivers during the next twelve months. Approval of this contract prior to making a decision on the outsourcing will make this situation even worse;
5. Ratification of this contract without knowing what the maintenance of efforts is going to be for the next fiscal year.

Arthur Jordan, 35 Lincoln Park Ave., appeared to speak and represent the Bus Drivers Union and stated that he also serves on the Transportation Consolidation Sub-Committee and there is no expected timeframe of when a report from this sub-committee will be ready. Our services and the safety of our children have been great.

Janice Ruggieri, School Committee Member, appeared to speak and stated that there are real savings in this contract, which can be lost if this contract is not ratified.

Stephanie Culhane, 97 Concord Ave., School Committee Member, appeared to speak and stated that this contract was a year in the making. There are real savings in this contract. If this vote is further delayed, we stand to lose \$100,000 in savings by December.

Dick Tomlins, 400 Farmington Ave., appeared to speak and stated that the City needs to find a way to handle the bus transportation issue.

NEW BUSINESS

- **Tax Interest Waiver Approvals**

On motion by Councilman Favicchio, seconded by Councilman Archetto, it was voted to recommend approval of the above list of Tax Interest Waiver Approvals. Motion passed unanimously.

- **Real Estate Tax Abatements**

On motion by Council President Lupino, seconded by Councilman Favicchio, it was voted to recommend approval of the above Real Estate Tax Abatements. Motion passed unanimously.

- **Motor Vehicle Tax Abatements**

On motion by Council President Lupino, seconded by Councilman Favicchio, it was voted to recommend approval of the above Motor Vehicle Tax Abatements. Motion passed unanimously.

10-11-4 Ordinance ratifying the School Committee's Collective Bargaining Extension Agreement with the Rhode Island Laborers' District Council on behalf of Local Union 1322 (School Bus Drivers).

On motion by Council Vice-President Pelletier, seconded by Councilman Archetto, it was voted to recommend approval of this Ordinance.

Under Discussion:

Councilman Donahue stated that last Spring, he supported a Resolution creating a sub-committee to look at privatizing the bus transportation because he felt a sense of urgency. He is frustrated because it is unfair to the Union and the School Administration to be negotiating this contract without having a report from this sub-committee. He feels like he is in a rock and a hard place to ratify this contract. He cannot support ratifying this contract because he can't justify it to the taxpayers without having this report, although, he does applaud the Union and the Administration in negotiating in good faith.

Council President Lupino stated that privatizing is not the answer to everything. Once you privatize, you cannot get your buses back. Before you privatize, you need to set aside money to pay for the contract. He is in favor of this contract.

Councilman Archetto stated that he is in favor of ratifying this contract. As to privatizing, the drivers do not know our City streets where our drivers are familiar with the City.

Councilman Stycos asked what the vote was on this contract from the School Committee. Ms. Culhane stated that there were several recusals (Mr. Traficante and Ms. Iannazzi) and the vote was 4-0. Councilman Stycos stated that he will be voting in favor of this contract and congratulated the Union for negotiating a good contract.

Councilman Santamaria stated that the members of this Union do not make a lot of money. He will vote in favor of this contract when it comes before the full City Council.

Council Vice-President Pelletier stated that negotiations for this contract went on for one year, prior to the establishment of the Study Committee for privatizing transportation and this is why we are taking this up now.

Roll call was taken on motion to recommend approval of the above Ordinance was taken and motion passed on a vote of 3-1 with 1 recusal. The following being recorded as voting "aye": Councilmen Stycos, Archetto and Council Vice-President Pelletier -3. The following being recorded as voting "nay": Councilman Donahue -1. Councilman Favicchio recused.

Resolution encouraging the Rhode Island General Assembly to pass legislation allowing advertising on and in School buses.

On motion by Councilman Archetto, seconded by Councilman Stycos, it was voted to recommend approval of the above Resolution.

Under Discussion:

Stephanie Culhane, School Committee Member, appeared to speak and stated that the City needs to come up with ways to raise revenues. This is something that we do need to explore.

Councilman Stycos stated that he will not be supporting this because he is concerned of children being exposed to too much advertising.

Council Vice-President Pelletier stated that he is concerned with not having any control over what type of advertising will be on the buses.

Councilman Donahue stated that he will support this, but questioned where the funds from the advertising will go, would they go into the General Fund or the School Department Budget.

Roll call was taken on motion to recommend approval of the above Resolution and motion passed on a vote of 4-1. The following being recorded as voting "aye": Councilmen Donahue, Archetto, Favicchio and Council Vice-President Pelletier -4. The following being recorded as voting "nay": Councilman Stycos -1.

The meeting adjourned at 8:15 P.M.

Respectfully submitted,



Rosalba Zanni
Assistant City Clerk/Clerk of Committees

THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL
RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING
EXTENSION AGREEMENT WITH THE RHODE ISLAND LABORERS'
DISTRICT COUNCIL ON BEHALF OF LOCAL UNION 1322
(School Bus Drivers)**

No.

Passed:

Anthony J. Lupino, Council President

Approved:

Allan W. Fung, Mayor

It is ordained by the City Council of the City of Cranston as follows:

Section 1. The Cranston School Committee having bargained collectively with Rhode Island Laborers' District Council on behalf of Local Union 1322, which is the certified bargaining representative of Local 1322 as set forth in the attached contract;

Section 2., The School Committee posted a copy of the proposed contract and was made public and posted on its website in accordance with Section 11.02.1 of the Cranston Home Rule Charter as amended on (November 2, 2010 and certified on November 9, 2010) at least 72 hours notice prior to the public hearing on October 6, 2011 at which time the School Committee voted to approve the attached agreement.

Section 3. That the agreement in writing between the School Committee and Rhode Island Laborers' District Council on behalf of Local 1322, copy of which is attached hereto is hereby ratified, confirmed and approved by the City Council.

Section 4. Any additional agreements, letters of understanding, contract addendums or modifications during the life of this collective bargaining agreement between the parties must be ratified by the City Council and comply with Charter sec. 11.02.1

Section 5. This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

Christopher M. Rawson, Solicitor

Date

Christopher M. Rawson, Solicitor

Date

Introduced pursuant to: Charter Sec. 11.02.1

Referred to Finance Committee November 17, 2011

RECEIVED
EXTENSION AGREEMENT
OCT 19 PM 2:22

The CRANSTON SCHOOL COMMITTEE (hereafter referred to as "COMMITTEE") and the Rhode Island Laborers' District Council on behalf of Local Union 1322 of the Laborers' International Union of North America, AFL-CIO (hereinafter referred to as "LOCAL 1322") resolve the current collective bargaining by modifying and extending the existing COLLECTIVE BARGAINING AGREEMENT (hereafter referred to as the "AGREEMENT") that covered the term of July 1, 2008 through June 30, 2011 in the following manner:

1. **TERM OF EXTENSION.** The AGREEMENT shall be extended for an additional term of two years and shall expire on June 30, 2013.
2. **SALARY SCHEDULE ADJUSTMENT.** The Salary Schedule shall be adjusted by deleting the salary provisions in the existing AGREEMENT and replacing the same with the attached Salary Schedule (Exhibit A), the terms of which are hereby incorporated by reference. These changes shall be effective the first pay period following ratification of this AGREEMENT between the Committee and Local 1322 or The Rhode Island Laborers' District Council.
3. **STEPS.** There will be no step increases and the steps will be frozen for the duration of this AGREEMENT. These changes shall be effective the first pay period following ratification of this AGREEMENT between the Committee and Local 1322 or The Rhode Island Laborers' District Council.
4. **ARTICLE XIII ENTITLED "HEALTH INSURANCE"** will be amended to provide that the health plan will be changed as set forth in Exhibit B, the terms of which are hereby incorporated by reference, and all Bargaining Unit members will be responsible for a twenty (20%) percent cost share effective the first pay period following ratification of this Agreement by the Committee and Local 1322 or The Rhode Island Laborers' District Council. The dental insurance plan shall remain the same. However, all Bargaining Unit members will be responsible for twenty (20%) percent cost share based upon their plan effective the first pay period following ratification of this Agreement by the Committee and Local 1322 or The Rhode Island Laborers' District Council. The twenty (20%) percent cost share for the Health Plan and Dental Plan shall be in effect for the 2011-2012 contract year. With regard to 2012-2013, the Bargaining Unit members will pay the same cost share that is in effect for the teachers, but not more than twenty (20%) percent.

Employee A and Employee B's health coverage shall be adjusted pursuant to a Memorandum of Agreement executed by the parties. Employee A's coverage will be eliminated and Employee B's coverage shall be reduced from family coverage to individual coverage. These coverage changes will take place effective the first pay period following ratification of this Agreement by the Committee and Local 1322 or The Rhode Island Laborers' District Council. As to Employee A, coverage will not be available for the duration of this Agreement unless satisfactory written evidence is presented to the Committee establishing that the coverage that is available to her through her spouse's employment is no longer available. As to Employee B, no coverage shall be available for the duration of this Agreement unless satisfactory written evidence is presented to the Committee indicating that there has been a change in circumstances which would require family coverage.

5. HOLIDAYS/VACATION. For the term of this Agreement, the holiday schedule as set forth in Article XVII shall be adjusted to reflect that in the contract year of 2011-2012 no Bargaining Unit member will be entitled to be paid for Rosh Hashanah, Columbus Day and Presidents' Day and for contract year 2012-2013, no Bargaining Unit member will be paid for Rosh Hashanah, Yom Kippur, and Presidents' Day.

With regard to vacation, any Bargaining Unit member, except for the trades people, entitled to four (4) weeks' vacation under the prior contract will no longer be entitled to a fourth week of vacation and no other Bargaining Unit member will be entitled to a fourth week of vacation during the term of this **AGREEMENT**.

These changes will take effect upon ratification of this **AGREEMENT** by the Committee and Local 1322 or The Rhode Island Laborers' District Council.

6. LEAVES OF ABSENCE. Article XII Leaves of Absence shall be amended so that members of the Bargaining Unit shall accrue only one (1) day of sick leave per month during the school year, provided the members of the Bargaining Unit work ninety (90%) percent of the month. Accrued sick days/sick banks for all Bargaining Unit members shall be frozen effective the first pay period following ratification of this Agreement by the Committee and Local 1322 or The Rhode Island Laborers' District Council as listed in Exhibit C, hereby incorporated by reference, and no unused sick days shall be allowed to accumulate or be added during the term of this **AGREEMENT** for purposes of the payout to Union members who have worked for the transportation department for ten (10) years or more upon retirement from the Cranston Public Schools. In the event that any Bargaining Unit employee has accrued and exhausted ten (10) days of sick leave in a contract year, and only in that event, that member will be allowed to access any sick days that he has accumulated. Notwithstanding the above, Bargaining Unit members may accrue up to five (5) days of unused sick time, but as stated above, this will not be counted as part of the payout at the end of their term.

Further, any Bargaining Unit member who achieves perfect attendance during a contract year shall be entitled to two (2) days of pay.

These changes will take effect upon ratification of this **AGREEMENT** by the Committee and Local 1322 or The Rhode Island Laborers' District Council.

7. SELECTION AND APPOINTMENT. Article III regarding selection and appointment shall be amended to provide that any new employees hired as bus drivers as of July 1, 2011 and during the term of this **AGREEMENT** shall be one (1) year probationary, non-union employees. These employees will not receive any benefits that Bargaining Unit members are entitled to and will not be required to pay Union dues during the probationary period.

Article V Payroll Deductions shall also be adjusted to reflect the fact that these probationary, non-union employees will not be required to pay Union dues.

These changes will take effect upon ratification of this Agreement by the Committee and Local 1322 or The Rhode Island Laborers' District Council.

8. ARTICLE V PAYROLL DEDUCTIONS. Article V regarding payroll deductions shall be amended adding that with regard to the Laborers' National (Industrial) Pension Fund, the Cranston Public Schools will only be responsible to pay the regular monthly contributions (presently \$.54 per hour). Participating Bargaining Unit employees will be responsible to pay

any "Contribution Surcharge" (presently ten (10%) percent of the regular monthly contribution) through payroll deduction. Further, the payroll deduction contained in Article V relating to the Laborers' National (Industrial) Pension Fund shall be adjusted going forward in accordance with Exhibit D attached hereto and made a part hereof. The Cranston Public Schools will submit the participating Bargaining Unit members' contribution to the Fund. The Indemnification and Hold Harmless clause in the prior contract shall be amended to add that the Union shall indemnify and hold harmless the Cranston Public Schools for any claims of ERISA violations as a result of these payroll deductions. These changes will be effective the first pay period following ratification of this **AGREEMENT** by the Committee and Local 1322 or The Rhode Island Laborers' District Council.

9. **ARTICLE XIII RHODE ISLAND DEPARTMENT OF EDUCATION STATE-WIDE TRANSPORTATION & THE CITY OF CRANSTON'S CONSOLIDATION PLAN** is hereby deleted. In its place will be the following:

SUCCESSOR AND ASSIGNS

This agreement shall be binding upon the City of Cranston School Committee and the Union and its successor and assigns. No provision herein contained shall be nullified or effected in any manner as a result of any change in administration of the Cranston School Committee. Should any article, section or clause of this agreement be declared illegal by a Court of competent jurisdiction Rhode Island General Law(s) and or Federal Law(s) then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

10. **ARTICLE XII RHODE ISLAND LABORERS' PUBLIC SERVICE EMPLOYEES' LEGAL SERVICES FUND** is hereby deleted. Five (\$.05) cents per hour previously paid for the legal services fund is now added to the employees' salary as set forth in the Salary Schedule, Exhibit A. These changes will be effective the first pay period following ratification of this **AGREEMENT** by the Committee and Local 1322 or The Rhode island Laborers' District Council.
11. **EFFECT ON OTHER AGREEMENT PROVISIONS.** All other terms and conditions of the existing **AGREEMENT** not specifically modified in this **EXTENSION AGREEMENT** shall remain in full force and effect during the extension term running through June 30, 2013. All agreed upon changes or modifications to the existing **AGREEMENT** are incorporated into this **EXTENSION AGREEMENT** and there are no other understandings, representations or promises between the parties or The Rhode Island Laborers' District Council.
12. **RATIFICATION.** This **EXTENSION AGREEMENT** has been negotiated in good faith by the bargaining negotiation representatives of both the **COMMITTEE** and the **LOCAL 1322** and is subject to ratification by the **COMMITTEE**, the **CRANSTON CITY COUNCIL** and by the members of **LOCAL 1322** or **THE RHODE ISLAND LABORERS' DISTRICT COUNCIL**. The parties hereto agree to convene their respective constituencies as soon as practicable for the purpose of ratifying the **EXTENSION AGREEMENT**.

IN WITNESS WHEREOF, the parties set their hands and seals this ^{12th} day of October, 2011.

CRANSTON SCHOOL COMMITTEE

By: 

The Rhode Island Laborers'
District Council on Behalf of Local
Union 1322 of the Laborers'
International Union of North America,
AFL-CIO

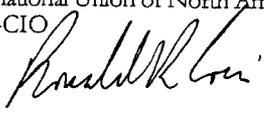
By: 

EXHIBIT A

BUS DRIVERS

	2011-2012	2012-2013
STEP 1	\$14.31	\$14.31
STEP 2	\$14.59	\$14.59
STEP 3	\$14.89	\$14.89
STEP 4	\$15.18	\$15.18
STEP 5	\$15.48	\$15.48
STEP 6	\$15.80	\$15.80
STEP 7	\$16.00	\$16.00
STEP 8	\$16.32	\$16.32
STEP 9	\$16.65	\$16.65
STEP 10	\$16.98	\$16.98

MECHANICS

	2011-2012	2012-2013
STEP 1	\$17.79	\$17.79
STEP 2	\$18.29	\$18.29
STEP 3	\$18.73	\$18.73
STEP 4	\$19.20	\$19.20
STEP 5	\$19.64	\$19.64
STEP 6	\$20.14	\$20.14
STEP 7	\$20.38	\$20.38
STEP 8	\$20.78	\$20.78
STEP 9	\$21.20	\$21.20
STEP 10	\$21.62	\$21.62

ELECTRICIAN / HVAC / PLUMBER

	2011-2012	2012-2013
STEP 1	\$19.63	\$19.63
STEP 2	\$20.68	\$20.68
STEP 3	\$21.75	\$21.75
STEP 4	\$22.80	\$22.80
STEP 5	\$23.86	\$23.86
STEP 6	\$24.92	\$24.92
STEP 7	\$25.98	\$25.98
STEP 8	\$26.51	\$26.51
STEP 9	\$27.02	\$27.02
STEP 10	\$27.56	\$27.56

CARPENTER / MASON

	2011-2012	2012-2013
STEP 1	\$18.51	\$18.51
STEP 2	\$19.46	\$19.46
STEP 3	\$20.45	\$20.45
STEP 4	\$21.85	\$21.85
STEP 5	\$22.41	\$22.41
STEP 6	\$23.41	\$23.41
STEP 7	\$24.39	\$24.39
STEP 8	\$24.87	\$24.87
STEP 9	\$25.35	\$25.35
STEP 10	\$25.87	\$25.87

EXHIBIT B

EXHIBIT B

BENEFIT/COVERAGE SUMMARY
OF STANDARD PPO PLAN

(More specific benefits/coverage is set forth under the Subscriber Agreement in effect during the life of the Contract)

COVERAGE GUIDELINES:

50% coverage of OP BHCD for RI or other plans non-network PPO providers; 80% coverage all other RI or other plans non-network PPO providers up to an OOP maximum \$3000 1/3 per family per calendar year aggregate hospital & surgical-med LOB excluding pedi/IVF/BH/CD; coverage infertility treatment

HOSPITAL COVERAGE:

- * Unlimited days of care (includes medical/surgical and inpatient mental health care)
- * Semi-private room
- * Emergency room care (no authorization required)
- * \$100 emergency room care co-payment (waived if admitted)

SURGICAL/MEDICAL COVERAGE:

- * \$25 chiropractic visit co-payment (12 visits)
- * Durable medical equipment (80% coverage; no dollar maximum)
- * Diagnostic tests, lab & x-ray coverage including mammograms & pap tests
- * Office visit coverage
- * Inpatient/outpatient surgery, anesthesia coverage
- * Maternity care
- * \$25 office visit co-payment per individual session for outpatient behavioral health/chemical dependency

- * \$25 office visit co-payment per group session for outpatient behavioral health/chemical dependency
- * \$15 primary care office visit co-payment
- * \$25 office visit co-payment for allergy & dermatology
- * \$50 office visit for urgent care
- * Injectable prescription drugs covered
- * 80% coverage to major medical-like benefits when packaged with preferred Rx opt 2 home infusion, home care, prosthetic, DME, PDN, cardiac rehabilitation, ambulance, prof. ther., inj., oxy, supplies, submitted injectables

PREVENTATIVE CARE:

- * Mammograms
- * Pap tests
- * Well baby care - \$15 co-payment per visit, then \$100 coverage up to allowance

PRESCRIPTIONS:

- * \$5 (generic drugs), \$15 (preferred brand names), and \$30 (non-preferred brand name list that may have generic or brand name alternatives): 34-day supply

MISCELLANEOUS BENEFITS:

- * Student coverage to age 24
- * No lifetime maximum
- * 80% coverage for outpatient labs and x-rays from a hospital non-network provider
- * Mandatory organ transplant coverage: 100% coverage for eligible costs associated with kidney, cornea, allogenic bone marrow, heart, lung, and liver, pancreas, and small intestine transplants.
- * Radiation therapy services paid in full (non-network 80% after deductible)

*\$200 deductible per person (3 per family maximum) per calendar year for services rendered by RI non-network providers or other plans non-network PPO providers

*Managed benefits program: authorization is obtained from providers who participate directly with the healthcare carrier; members responsible for obtaining preauthorization when using the health care carrier's PPO providers who do not participate directly with the healthcare carrier or from non-network providers

*Routine eye exams: \$25 co-payment - one routine exam per year at network providers (medically necessary exams as needed); reimbursed at the health care carrier's allowance minus a \$25 co-payment at non-participating optometrists/ophthalmologists; 80% after deductible for non-participating routine exams only

*Outpatient chemical dependency: limited to 30 hours per member, per calendar year for facility based or office based counseling

*Physical, speech & occupational therapy - outpatient: 100% coverage after a hospital stay in the outpatient department; 80% coverage in a provider's office

*Private duty nursing & ambulance: 80% coverage

*Municipal ground ambulance: reimbursement based on healthcare carrier's allowance and subject to any applicable copayment, co-insurance and/or deductibles; members responsible for balances over the healthcare carrier's allowance when using nonparticipating municipal ambulance companies

*Air and water ambulance: reimbursement based on the healthcare carrier's allowance and subject to any applicable copayment, co-insurance, and/or deductibles; maximum benefit of \$3,000 per occurrence applies; members responsible for any changes exceeding \$3,000 maximum

*Home & hospice care: 100% coverage in lieu of hospitalization; included doctor, nurse, home health aide visits and home infusion therapy; non-network 80% after deductible

*Dependent coverage: spouse and unmarried children through the year in which they turn age 26

*Inpatient chemical dependency: Detox - up to five (5) admissions or 30 days in any calendar year, whichever comes first; rehab - hospital or community residential care services for chemical dependency treatment covered up to 30 days in any calendar year; outpatient - up to 30 visits per member, per calendar year; mental health - medication visits are unlimited

AFFIDAVIT OF DOMESTIC PARTNERSHIP

The purpose of this Affidavit is to qualify a domestic partner for receipt of any medical coverage and benefits to which a teacher's spouse and/or family members are entitled.

1. We hereby certify that as domestic partners, we have an exclusive mutual commitment similar to marriage and that we meet the following criteria.
 - a. We have been each other's domestic partner and have shared a common residence and we have every intention of remaining indefinitely in the relationship.
 - b. Neither of us is married to anyone else.
 - c. We are jointly responsible for each other's common welfare and basic living expenses.
 - d. We are both at least 18 years old and are mentally competent to consent to contract.
 - e. We are by law adults and not related by blood closer than would bar marriage in our state of legal residence.
 - f. Our domestic relationship is not illegal.

2. We agree to notify the Cranston School Department if the status of this relationship changes, including termination of the relationship or failure to meet any of the above criteria, by filing a Change of Status form no later than thirty days from the date of such change. It is understood that if this domestic partnership is terminated, a subsequent Declaration of Domestic Partnership cannot be filed until the later of 12 months after filing a Change of Status form or 12 months after coverage has been canceled.

3. I understand that under current tax regulations, the Cranston Public Schools is required by the Internal Revenue Service to report as taxable (imputed) income, the premium value of the company's contribution to the benefit plan related to covering any partner or any partner's dependent children.

If your domestic partner and his/her dependent children are considered my "dependents" as defined under Section 152(a)(9) of the Internal Revenue Code. I will need to complete the Tax Certification of Dependency form.

4. We understand that the coverage elected will remain in effect until any of the following occurs:

The next plan year in which coverage is changed; termination from benefit plan due to ineligibility takes place; the domestic partnership is terminated; the death of the enrolled domestic partner; or a change in the eligibility status of my partner's children (if applicable) takes place.

1. We understand that the information contained in this Affidavit is confidential and is being provided for the sole purpose of determining eligibility of benefits.

2. We affirm that the statements attested to in this Affidavit are true and correct to the best of our knowledge. We understand that we are responsible for reimbursing the Cranston School Committee for any expenses incurred, as a result of any knowingly false or misleading statement contained in this Affidavit. It is further understood that a deliberate

false statement could result in disciplinary or legal action, including termination of employment at Cranston Public Schools.

Employee Signature

Domestic Partner Signature

Date:

Date:

Emp. S.S. Number

Dom. Partner S.S. Number

EXHIBIT C

Unused Benefits As Of Date: 10/06/2011

Emp#	Full Name	Type	Hired	Location	F/P	SIC	VAC	PER	FAM
3979	Abujade (Fiske), Mary E	Driver	09/07/2005	Not Applicable	True	6.00	0.00	0.00	0.00
5314	Adames, Jose	Driver	07/01/2011	Not Applicable	True	4.00	0.00	0.00	0.00
1458	Albertson, Kathleen	Driver	01/11/1993	Not Applicable	True	154.00	20.00	0.00	0.00
387	Amadio, Audrey L	Driver	01/12/1998	Not Applicable	True	20.50	20.00	0.00	0.00
3106	Andreoli, Barbara I	Driver	03/18/2003	Not Applicable	True	66.50	15.00	0.00	0.00
1469	Angell, Susan	Driver	09/18/1990	Not Applicable	True	107.50	20.00	0.00	0.00
1357	Antoni, Sandra L	Driver	11/15/1976	Not Applicable	True	180.00	20.00	0.00	0.00
1666	Arruda, Linda	Driver	04/26/1982	Not Applicable	True	180.00	20.00	0.00	0.00
1351	Aubin, Donna M	Driver	10/20/1987	Not Applicable	True	136.00	20.00	0.00	0.00
3429	Barbero, Kevin J	Driver	11/18/2003	Not Applicable	True	78.50	15.00	0.00	0.00
2886	Bernardo, Valerie	Driver	09/04/2002	Not Applicable	True	76.50	10.00	0.00	0.00
1730	Broughton, Christina	Driver	09/20/1988	Not Applicable	True	145.50	20.00	0.00	0.00
3360	Caetano, Lisa	Driver	05/24/2011	Not Applicable	True	10.00	0.00	0.00	0.00
2217	Camp, Richard T	Driver	05/22/2007	Not Applicable	True	19.50	10.00	0.00	0.00
4917	Caruso, Amanda	Driver	11/23/2010	Not Applicable	True	18.00	0.00	0.00	0.00
1550	Cook, Marilyn	Driver	01/12/1998	Not Applicable	True	46.00	20.00	0.00	0.00
1491	Croft, Dawn	Driver	08/28/1996	Not Applicable	True	64.00	20.00	0.00	0.00
1078	Cronan (Fortes, Christine L	Driver	03/10/1980	Not Applicable	True	2.50	20.00	0.00	0.00
3444	Dale, Lori	Driver	10/01/2003	Not Applicable	True	0.00	15.00	0.00	0.00
1904	Dellaposta, Regina	Driver	09/14/1998	Not Applicable	True	94.50	15.00	0.00	0.00
4289	Divers, Louis	Driver	09/07/2005	Not Applicable	True	104.00	10.00	0.00	0.00
4519	Divona, Stephen R	Driver	05/22/2007	Not Applicable	True	58.00	10.00	0.00	0.00
822	Donahay, Jennifer	Driver	03/22/1999	Not Applicable	True	180.00	15.00	0.00	0.00
804	Dulac, Laurie	Driver	10/16/1995	Not Applicable	True	143.50	20.00	0.00	0.00
247	Ekelund, Charlayne	Driver	01/12/1998	Not Applicable	True	180.00	20.00	0.00	0.00
304	Emma, Janice	Driver	10/19/1992	Not Applicable	True	2.00	20.00	-1.00	0.00
5488	Faella, Lisa M	Driver	07/01/2011	Not Applicable	True	0.00	0.00	0.00	0.00
2868	Fernandez, Ray	Driver	03/19/2002	Not Applicable	True	175.50	15.00	0.00	0.00
323	Ferry, Edward H	Bus Mechanic	08/24/1981	Not Applicable	True	112.00	12.50	0.00	0.00
1476	Fitzgerald, Robert J	Bus Mechanic	11/21/1989	Not Applicable	True	75.50	15.00	0.00	0.00
3660	Fredrick, Gail A	Driver	11/20/2006	Not Applicable	True	33.50	10.00	0.00	0.00
2601	Furtado, Manuel	Driver	10/16/2001	Not Applicable	True	57.50	15.00	0.00	0.00
2270	Giblin, Eldora	Driver	01/08/2001	Not Applicable	True	14.00	15.00	0.00	0.00
1878	Gorman, Tami	Driver	10/19/1992	Not Applicable	True	175.00	20.00	0.00	0.00
741	Griffin, Darlene A	Driver	09/15/1997	Not Applicable	True	173.00	15.00	-0.50	0.00
3581	Griswold (Schulenberger),	Driver	03/16/2004	Not Applicable	True	69.50	15.00	0.00	0.00
303	Hawksley, Diane A	Driver	10/18/1993	Not Applicable	True	170.00	20.00	0.00	0.00
2555	Iacobucci, Lisa	Driver	09/17/2001	Not Applicable	True	12.00	10.00	0.00	0.00
400	Ianniello, Charlene	Driver	09/13/1999	Not Applicable	True	180.00	10.00	0.00	0.00
2139	Izzo, Michael	Driver	05/17/1999	Not Applicable	True	96.00	20.00	0.00	0.00
5403	Jeff, Gerald J	Driver	10/16/2006	Not Applicable	True	75.00	10.00	0.00	0.00
177	Kingsley, Dale	Driver	09/15/1994	Not Applicable	True	0.00	20.00	0.00	0.00
306	Lake, Joanne M	Driver	09/20/1988	Not Applicable	True	12.00	20.00	0.00	0.00
1816	Landry, Lori A	Driver	09/20/1988	Not Applicable	True	3.50	20.00	0.00	0.00
83	Lataille (Oden), Theresa	Driver	09/14/1998	Not Applicable	True	84.00	15.00	0.00	0.00
385	Lembo (Carlucci), Peggy L	Driver	12/15/1986	Not Applicable	True	72.50	20.00	0.00	0.00
3890	Manzi, Carole	Driver	09/07/2005	Not Applicable	True	2.00	0.00	0.00	0.00
1495	Mattera, Patricia A	Driver	10/16/1995	Not Applicable	True	104.00	20.00	0.00	0.00
5429	Mattera, Samantha L	Driver	07/01/2011	Not Applicable	True	2.00	0.00	0.00	0.00
3298	Matteson, Cheri A	Driver	05/20/2003	Not Applicable	True	25.00	15.00	0.00	0.00
4311	McDonald, Jayne M	Driver	09/15/2005	Not Applicable	True	93.50	10.00	0.00	0.00
3041	McGinity, Toni M	Driver	09/16/2003	Not Applicable	True	8.00	15.00	0.00	0.00

Emp#	Full Name	Type	Hired	Location	F/P	SIC	VAC	PER	FAM
396	Menard, Kelly	Driver	09/13/1999	Not Applicable	True	22.50	10.00	0.00	0.00
1966	Messere, Robyn	Driver	09/06/2000	Not Applicable	True	111.00	15.00	0.00	0.00
1118	Mesyna, Rachel M	Driver	02/12/1991	Not Applicable	True	180.00	20.00	0.00	0.00
2639	Millar, Elizabeth A	Driver	03/06/2006	Not Applicable	True	82.00	10.00	0.00	0.00
2395	Moore (Ead), Shelly	Driver	09/17/2001	Not Applicable	True	8.50	15.00	0.00	0.00
3954	Notardonato, Jane E	Driver	09/07/2005	Not Applicable	True	117.00	0.00	0.00	0.00
3677	Omara, Raymond D	Driver	01/11/2005	Not Applicable	True	48.50	15.00	0.00	0.00
1741	Page, Lynne P	Driver	09/15/1994	Not Applicable	True	129.50	20.00	0.00	0.00
3802	Paraisio, James J	Driver	01/11/2005	Not Applicable	True	126.00	15.00	0.00	0.00
1818	Pascale, Kimberlee	Driver	10/18/1999	Not Applicable	True	29.00	15.00	0.00	0.00
3781	Pelland, Paula D	Driver	09/07/2005	Not Applicable	True	67.50	0.00	0.00	0.00
1509	Pelland, Tammy A	Driver	10/20/1987	Not Applicable	True	37.00	20.00	0.00	0.00
378	Pellegrino, Carolyn	Driver	09/14/1998	Not Applicable	True	112.00	15.00	0.00	0.00
273	Pennacchia, Marilyn L	Driver	11/18/1991	Not Applicable	True	87.00	20.00	0.00	0.00
1098	Pezza, Donna L	Driver	09/23/1986	Not Applicable	True	109.50	20.00	0.00	0.00
1482	Resendes, Carrie	Driver	09/13/1999	Not Applicable	True	2.00	10.00	0.00	0.00
4412	Ricaldy, Aldo R	Driver	02/15/2006	Not Applicable	True	36.50	10.00	0.00	0.00
4700	Ruggiero, Ermano	Driver	11/20/2007	Not Applicable	True	54.00	0.00	0.00	0.00
4269	Saban, Salvador R	Driver	11/15/2005	Not Applicable	True	103.00	5.00	0.00	0.00
677	Saillant, Cynthia	Driver	09/13/1999	Not Applicable	True	10.50	5.00	0.00	0.00
4427	Scapinakis, Karin	Driver	10/16/2006	Not Applicable	True	22.50	10.00	0.00	0.00
4434	Sheridan, Kristin M	Driver	10/16/2006	Not Applicable	True	9.50	10.00	0.00	0.00
349	Torregrossa, Annemarie	Driver	10/15/1979	Not Applicable	True	110.00	20.00	0.00	0.00
1806	Tourony, Antoinette	Driver	09/13/1999	Not Applicable	True	115.50	10.00	0.00	0.00
3569	Vallesi, Jeannine M	Driver	12/16/2003	Not Applicable	True	112.00	15.00	0.00	0.00
5260	Walker, Joseph E	Bus Mechanic	09/21/2009	Not Applicable	True	22.00	1.00	0.00	0.00
732	Werchadlo, Maureen	Driver	09/23/1986	Not Applicable	True	121.00	20.00	0.00	0.00

Unused Benefits As Of Date: 10/06/2011

Emp#	Full Name	Type	Hired	Location	F/P	SIC	VAC	PER	FAM
4019	Buteau, Roger	Tradesmen	11/22/2004	Plant	True	49.00	5.00	0.00	0.00
340	Dail, Dennis	Tradesmen	03/20/1979	Plant	True	160.50	8.50	0.00	0.00
4892	Femino, Joseph A	Tradesmen	12/10/2007	Plant	True	87.50	0.00	0.00	0.00
285	Hogan, Stephen	Tradesmen	10/18/1988	Plant	True	108.50	10.00	0.00	0.00
501	Lastarza, Louis	Tradesmen	03/08/1993	Plant	True	71.00	16.00	0.00	0.00
1837	Musco, Paul M	Tradesmen	05/13/1996	Plant	True	180.00	17.00	0.00	0.00
2723	Schiappa, Franco	Tradesmen	02/26/2001	Plant	True	38.00	3.00	0.00	0.00
3123	Tougas, Ronald R	Tradesmen	03/11/2002	Plant	True	177.00	2.00	0.00	0.00

**CRANSTON PUBLIC SCHOOLS
FISCAL IMPACT STATEMENT
BUS DRIVERS
2011 - 2013**

<u>CATEGORY</u>	<u>2011- 2012</u>	<u>2012- 2013</u>
RAISE	(A) 0	0
STEPS (FREEZE)	40,383	84,843
NON-CERTIFIED PENSION	2,383	13,202
LABORERS PENSION	(B) 4,372	6,172
FICA	2,504	5,260
MEDICARE	586	1,230
INCREASE IN COST-SHARING	(C) 85,559	150,469
PLAN DESIGN CHANGES	(D) 26,795	32,154
ELIMINATION OF HOLIDAYS	(E) 20,090	40,180
ELIMINATION OF 4TH WEEK VACATION	25,810	25,810
EMPLOYEE TURNOVER	(F) 30,681	30,681
EMPLOYEE RETIREMENT HEALTH SAVINGS	59,488	0
CHANGE IN HEALTH-CARE COVERAGE	(G) 23,989	26,388
	<u>322,639</u>	<u>416,389</u>
	SUMMARY	<u>739,028</u>

ASSUMPTIONS

(A) - RAISE

2011-2012 = 0%

2012-2013 = 0%

(B) - PENSION SURCHARGE BEING PAID BY EMPLOYEE

2011-2012 = 8.5 MONTHS

2012-2013 = FULL YEAR

(C) - COST-SHARING

2011-2012 = 20% (8.5 MOS.)

2012-2013 = 20% (10% INCR. IN HEALTH RATES, 5% INCR. IN DENTAL RATES)

(D) - INCREASE IN MEDICAL CO-PAYS

2011-2012 = 10 MONTHS

2012-2013 = FULL YEAR

(E) - ELIMINATION OF HOLIDAYS

2011-2012 = 2 HOLIDAYS

2012-2013 = 4 HOLIDAYS

(F) - USE OF PROBATIONARY EMPLOYEE FOR ONE YEAR PERIOD (NO BENEFITS)

(G) - TWO CURRENT EMPLOYEES DROPPING/CHANGING HEALTH COVERAGE
OFFERED BY UNION, BUT VOLUNTARY/NON-CONTRACTUAL

1 - FAMILY TO INDIVIDUAL

1 - FAMILY TO NO COVERAGE

(COVERAGE MAY BE REINSTATED DURING LIFE OF CONTRACT)

EXHIBIT D

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CRANSTON SCHOOL COMMITTEE And THE
RHODE ISLAND LABORERS' DISTRICT COUNCIL on
Behalf of LOCAL UNION 1322

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 supersede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund of Fifty-Four (.54—S) cents per hour shall be increased by 10% to the rate of Sixty (.60—) Cents per hour with said increase(s) to be an assignment of employee's wages effective the first pay period following ratification of the Collective Bargaining Agreement between the parties by the Committee and Local 1322 or The Rhode Island Laborers' District Council. On each anniversary of that effective date for the term of the collective bargaining agreement, and any renewals or extensions thereof, the contribution rate then in effect shall be increased by another 10% compounded annually (rounded to the nearest penny) with said increase(s) to be an assignment of employee's wages.
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 PP A 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 cashout 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.

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

Dated: 10/2/11

FOR THE EMPLOYER:
CRANSTON SCHOOL COMMITTEE



FOR THE UNION:

RI LABORERS' DISTRICT
COUNCIL on behalf of
LOCAL UNION 1322



Ronald R. Coia, Business Manager



LOCAL UNION 1322

[Handwritten signature]

[Handwritten signature]
Arthur J. Jordan, Business Manager

Witness
[Handwritten signature]

Witness
[Handwritten signature]

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
ENCOURAGING THE RHODE ISLAND GENERAL ASSEMBLY TO PASS
LEGISLATION ALLOWING ADVERTISING ON AND IN SCHOOL BUSES

No.

Passed:

Anthony J. Lupino, Council President

Approved:

Alan W. Fung, Mayor

Resolved that,

WHEREAS, the City of Cranston and all other Cities and Towns in Rhode Island have experienced severe financial constraints and cutbacks; and

WHEREAS, the Rhode Island General Assembly has considered legislative proposals concerning revenue raising by selling advertising on school buses ; and

WHEREAS, without legislative action, the City is prevented from raising revenue to offset pupil transportation costs and; and

WHEREAS, the City Council believes that amending State law to allow advertising on and in school buses would help the City of Cranston to achieve an adequately funded transportation system without placing additional burdens on taxpayers;

NOW, THEREFORE BE IT RESOLVED, that the Cranston City Council hereby requests that the General Assembly allow municipalities and school districts to sell advertising on and in school buses; and

BE IT FURTHER RESOLVED, that the Cranston City Council hereby requests the City Clerk to transmit a copy of this Resolution to the Cranston legislative delegation to the Rhode Island General Assembly forthwith.

Sponsored by Councilman Archetto

Referred to Finance Committee November 17, 2011