

(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, April 12, 2012 in the Council Chambers, City Hall, Cranston, Rhode Island.

CALL MEETING TO ORDER:

The meeting was called to order at 7:00 P.M. by the Chair.

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

Absent: Councilman Emilio L. Navarro

Also Present: Gerald Cordy, 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
Jane Cormier, Stenographer

*Councilwoman Bucci. Not in attendance due to Temporary Restraining Order issued April 3, 2012 Saccoccio v. City Council C.A. P12-1561

MINUTES OF THE LAST MEETING:

On motion by Council President Lupino, seconded by Councilman Stycos, it was voted to dispense with the reading of the minutes of the last meeting and they stand approved as

CORRESPONDENCE:

Council President Lupino stated that Council Vice-President Navarro is excused and Councilwoman Bucci is not absent. She is not present due to a Temporary Restraining Order issued April 3, 2012 by the Court.

OLD BUSINESS:

Buck Consultant regarding Pension System Experience Study and Costs. Administration report on the results. (Cont. 2/16/2012 & 3/15/2012).

Mr. Strom presented the experience study and costs along with a letter from Buck Consultants. He stated that the City has thirty days, by law, to notify the people that are in this plan, both participants and beneficiaries, which is being done now and 180 days from that point, we have to have a plan in place to administer plans and address the un-funded liability.

Council President Lupino asked what the life of the plan is. Mr. Strom stated that it still remains the same. It is a period of 23 years, that has not changed.

Councilman Stycos asked what this would cost. Mr. Strom stated that he can contact Buck Consultants. Councilman Stycos asked that this information be provided and he would also like a recommendation from Mr. Strom on whether we should do it or not.

Councilman Stycos stated that the Council Docket, at times, lists requests from employees for continuation in service. He asked that when these requests come in, the Administration look at whether there is a major impact on the pension by extending their employment by another year. Mr. Strom stated that he can contact the actuarial and ask them if this would have a major impact to the plan.

Legal Bills – past six months prior to report presented at 3/26/2012 Council meeting for Police Department legal expenses (Councilwoman Bucci)

Mr. Cordy stated that this information was requested by Councilwoman Bucci and those reports are provided to the Council on a monthly basis on a cumulative basis.

Council President Lupino stated that he would like to see Councilwoman Bucci receive this information even though she does not temporarily sit on the Council at this time.

Richard Bernardo, Director of Public Works. - Advice and Consent (Cont. 3/15/2012)

Mr. Cordy stated that Mr. Bernardo is not present this evening and the Administration is withdrawing this request.

Council President Lupino stated that for the next Council meeting, even though the Council has had verbal assurances that the City is meeting its obligation of the Charter by having someone filling in for the position of the Public Works Director as well as the Traffic Engineer, he would like in writing from the Administration outlining those two issues. Mr. Cordy stated that he will have the Solicitor address this request. He also stated that the Administration is addressing these two positions in the Mayor's proposed Budget. Council President Lupino stated that he would still like this listed under "Council President Communication" on the next Council Docket.

Councilman Stycos asked if the Administration plans to continue to look for a Public Works Director. Mr. Cordy stated that this all depends on what the Council does with that line item in the Budget. The Administration is actively pursuing that position with limited opportunities based on that line item in the Budget.

PUBLIC HEARING

NEW BUSINESS

- **Real Estate Tax Abatements**

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

- **Motor Vehicle Tax Abatements**

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

- **Tax Assessment Board of Review Decisions assessed as of December 31, 2010**

No action needed.

- **Tax Interest Waiver Approvals**

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

- **Tax Interest Waiver Denials**

On motion by Councilman Stycos, seconded by Council President Lupino, it was voted to recommend approval of the above list of Tax Interest Waiver Denials. Motion passed unanimously.

Building permit fees – review of fines. Councilman Archetto (Cont. 3/15/2012)

Chair stated that due to a pending litigation, this item should be continued.

Councilman Stycos questioned why discussion on this item would effect the pending litigation. Solicitor Kirshenbaum stated that this is an Executive Session issue.

Council President Lupino suggested that the Committee have a brief Executive Session at the end of this meeting to address this issue. Committee members agreed.

April 1, 2012

Mr. Robert F. Strom
Finance Director
City of Cranston
869 Park Avenue
Cranston, RI 02910

REC'D
CITY OF CRANSTON
APR 12 11 31 AM '12

Dear Mr. Strom:

As you are aware, recent Rhode Island legislation, specifically 2011-H6319, discusses the requirement for actuarial certification of the funded status for locally administered plans, such as the City of Cranston Fire and Police Department Pension Plans. The plan's actuary must certify whether or not the plan is in "critical status".

Per section 45-65-4 (3) of the above legislation,

- "Critical status" means that, as determined by its actuary, as of the beginning of the plan year, a plan's funded percentage for such plan year is less than sixty percent (60%).

As of July 1, 2011, the most recent actuarial valuation, the funded status was 17.8%. If the July 1, 2011 valuation were redone using the assumptions recommended in the experience study submitted by Buck Consultants on March 29, 2012, the funded status would be 16.9%. Clearly under either set of assumptions the funded status of the plan is below the 60% threshold and therefore is considered to be in "critical status."

Please let us know if you have any questions or need additional information.

Respectfully submitted,



Philip Bonanno, ASA, EA, MAAA, FCA
Director, Consulting Actuary



Marcus Cleary, FSA, EA, MAAA
Consultant

On-street overnight parking – review of fines. Councilman Archetto (Cont. 3/15/2012)

City Clerk stated that this item was heard earlier by the Ordinance Committee as an Ordinance.

3-12-2 Ordinance authorizing the City to agree to a memorandum of understanding with respect to payments in lieu of taxes to be paid to the City of Cranston by Johnson & Wales University.

On motion by Councilman Donahue, seconded by Councilman Archetto, it was voted to recommend approval of this Ordinance.

Under Discussion:

Chair commended the Administration for working on this agreement.

Councilman Stycos also thanked the Administration and the Solicitor's Office for their work on this.

Roll call was taken on motion to recommend approval of the above Ordinance and motion passed unanimously.

3-12-3 Ordinance ratifying the School Committee's collective bargaining extension agreement with the National Association of Government Employees (NAGE) Local RI-153 (Custodians).

On motion by Council President Lupino, seconded by Councilman Archetto, it was voted to recommend approval of the above Ordinance.

Under Discussion:

Andrea Iannazzi, Chair of School Committee, appeared to speak and stated that the School Committee felt that they wanted to make sure it was quality of life issue for our students and staff by extending this contract.

Councilman Donahue questioned the savings for this contract and outsourcing this department. Ms. Iannazzi stated that savings for outsourcing would be \$1.4 million a year and savings in this contract is approximately \$900,000 to \$1 million a year.

Roll call was taken on motion to recommend approval of this Ordinance and motion passed on a vote of 3-1. The following being recorded as voting "aye": Councilmen Archetto, Stycos and Favicchio -3. The following being recorded as voting "nay": Councilman Donahue -1.

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

AUTHORIZING THE CITY TO AGREE TO A MEMORANDUM OF UNDERSTANDING WITH RESPECT TO PAYMENTS IN LIEU OF TAXES TO BE PAID TO THE CITY OF CRANSTON BY JOHNSON & WALES UNIVERSITY

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 Mayor has signed a Memorandum of Understanding with respect to Payments in Lieu of Taxes to be paid to the City of Cranston by Johnson & Wales University with John J. Bowen, Chancellor of Johnson & Wales University dated March 21, 2012. (See attached exhibit A). The City Council of the City of Cranston hereby authorizes, approves, confirms, and ratifies the aforementioned Memorandum of Understanding.

SECTION 2. This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

Christopher M. Rawson Date City Solicitor

Christopher M. Rawson Date City Solicitor

Referred to Finance Committee April 12, 2012

Sponsored by Allan W. Fung, Mayor

MEMORANDUM OF UNDERSTANDING
with respect to
PAYMENTS IN LIEU OF TAXES
to be paid to the
CITY OF CRANSTON, RHODE ISLAND
by
JOHNSON & WALES UNIVERSITY
Dated as of 3/21, 2012

PARTIES:

The City: The City of Cranston, Rhode Island, is a municipal corporation, located in The State of Rhode Island, having a mailing address of Cranston City Hall, 869 Park Ave., Cranston, Rhode Island 02910.

The Institution: Johnson & Wales University is an independent, private, non-profit, tax exempt, Rhode Island institution of higher education, established by charter and existing pursuant to the law of the State of Rhode Island, having a mailing address of 8 Abbott Park Place, Providence, Rhode Island 02903.

INTRODUCTION:

This Memorandum of Understanding (“Memorandum”) between the Institution and the City sets forth the understandings of the parties with respect to financial assistance to be provided to the City by the Institution.

By entering into this Memorandum, the Institution acknowledges the importance of the relationship between the Institution and the City and, therefore, agrees to make voluntary contributions to the City. The parties recognize that the Institution, like other non-profit religious and charitable organizations, provides substantial economic and non-economic benefits to the City and the community.

THE UNDERSTANDING OF THE PARTIES:

While this Memorandum is in effect, the Institution will make voluntary contributions to the City as described in this Memorandum.

1.0 **Payments.**

1.1 **Voluntary Payments.** The Institution will volunteer payments to the City which will be comprised of the “**Voluntary Payments**” described in Section 1.1.1 and the “**Transition Payments**” described in Section 2.2.

1.1.1 **Voluntary Payments.** Beginning on June 1, 2012, and continuing on June 1 of each year thereafter through and including June 1, 2023, the Institution shall pay to the City annually a “**Voluntary Payment.**” The amount of the annual Voluntary Payment will be One Hundred and Fifty Thousand Dollars (\$150,000).

1.1.2 Escalator Clause for Voluntary Payments. Beginning in the third (3rd) fiscal year following the execution of this Agreement, JWU shall increase the amounts required under Section 1.1.1 by the increase in the Consumer Price Index, for all Urban Consumers (CPI-U): Boston-Brockton-Nashua, MA-NH-ME-CT, All Items (unadjusted) (1982-84=100), published monthly by the Bureau of Labor Statistics, U.S. Department of Labor¹ (the "CPI Increase") if any. To be clear, the CPI Increase, if any, to be applied to the payments to be made during the 3rd fiscal year will be based on any increase in CPI from the first (1st) fiscal year following execution of this Agreement to the second (2nd) fiscal year following execution of this Agreement. Under no circumstances shall the amount specified in Section 1.1.1 be reduced by this Section 1.1.2.

1.2 Street Area Payment. With respect to a portion of Harborside Boulevard/Northup Street (approximately 35,000 sq. feet) from the City line west to the intersection with Narragansett Boulevard (the "Street Area") which services only property currently owned by JWU, in the event JWU acquires title to the Street Area, JWU shall pay to the City, as purchase price or otherwise, an amount equal to \$7 per square foot of Street Area.

2.0 Transition Arrangements for Future Acquisitions

2.1 Acquisition Parcels. If, at any time while this Memorandum is in effect, any Institution acquires a parcel of real estate in the City that is subject to real estate taxes, but will as a result of such acquisition become tax-exempt, then each such parcel shall be deemed to be a "Transition Parcel". The Institution agrees to notify the City of its future acquisition of any parcel of real estate in the City to the same extent that other non-profit tax-exempt entities are required to provide notice of acquisition of property to the City pursuant to Rhode Island law or pursuant to any City ordinance that is uniformly applied to all non-profit tax-exempt entities.

2.2 Transition Payments. After a Transition Parcel becomes exempt from real estate taxes, the Institution will contribute "Transition Payments" according to the Transition Payment Schedule listed below while this Memorandum is in effect. These payments are referred to as "Transition Payments" because they are intended to reduce the impact upon the City caused by the acquisition of the Transition Parcel by the Institution. Payment of Transition Payments for a Transition Parcel will begin on June 1 of the applicable Calendar Years following the assessment date as of when the Transition Parcel becomes a tax-exempt parcel.

Transition Payment Schedule for A Transition Parcel (or portion thereof)

<u>Calendar Year</u>	<u>Amount of Transition Payment</u>
1. Initial Year	100% of Initial Transition Payment
2. Second Year	100% of Initial Transition Payment
3. Third Year	100% of Initial Transition Payment
4. Fourth Year	100% of Initial Transition Payment
5. Fifth Year	100% of Initial Transition Payment
6. Sixth Year	66.7% of Initial Transition Payment

¹ If the Bureau of Labor Statistics should cease to publish such Index in its present form and calculated on the present basis, a comparable index or an index reflecting changes in the cost of living determined in a similar manner or by substitution, combination or weighting of available indices, expenditure groups, items, components or population, published by the Bureau of Labor Statistics or by a responsible financial periodical or recognized authority shall be designated by the parties hereto to be the Consumer Price Index thereafter.

7. Seventh Year	66.7% of Initial Transition Payment
8. Eighth Year	66.7% of Initial Transition Payment
9. Ninth Year	66.7% of Initial Transition Payment
10. Tenth Year	66.7% of Initial Transition Payment
11. Eleventh Year	33.3% of Initial Transition Payment
12. Twelfth Year	33.3% of Initial Transition Payment
13. Thirteenth Year	33.3% of Initial Transition Payment
14. Fourteenth Year	33.3% of Initial Transition Payment
15. Fifteenth Year	33.3% of Initial Transition Payment

2.3 Amount of Initial Transition Payment. The amount of the “**Initial Transition Payment**” for an exempted Transition Parcel shall be equal to the real estate taxes that were payable (after applicable abatements or any appeals that were pending when the Transition Parcel was acquired by the Institution or as otherwise legally permitted) with respect to such exempted Transition Parcel with respect to the Tax Year in which the Institution acquired the Transition Parcel. If such Transition Parcel should thereafter cease for any reason to be tax-exempt, then Transition Payments with respect to that Transition Parcel will be suspended, so long as the Transition Parcel remains taxable. If such Transition Parcel returns to tax-exempt status while this Memorandum is in effect, the Transition Payments will resume at the same point in the schedule that they were suspended. *For clarity, in no event will a Transition Payment and a real estate tax payment be made with respect to the same Transition Parcel for any one calendar year. For example, if the 6th Transition Payment is made, and the Transition Parcel becomes taxable for seven years, then when it becomes tax-exempt in the next year, the 7th Transition Payment would be made in the amount equal to 66.7% of the Initial Transition Payment.*

3.0 Miscellaneous.

3.1 Voluntary Undertakings. The parties agree that this Memorandum is a voluntary undertaking by the Institution that was entered into even though the properties utilized by the Institution in the City are exempt from taxation and that the parties expect that such tax-exemption will continue into the future. In the event, however, that Other Payments or Taxes (as defined in Section 3.5 of this Memorandum) are imposed upon the Institution or its properties in the City in the future that were not imposed upon the Institution or its properties as of the date of the execution of this Memorandum, the parties agree that this Memorandum will terminate thirty (30) days after the imposition of such Other Payments or Taxes, however the Institution may elect, in writing and at its sole option, within such thirty (30) day period, to continue this Memorandum in effect. For the purpose of interpreting this Section 3.1 only, the parties agree that the City may challenge the tax-exempt eligibility of any particular parcel based upon the use of such property after the date hereof utilizing any challenge that is legally available to the City as of the date hereof and for the purpose of interpreting this Section 3.1 only, the term Other Taxes or Payments shall exclude any property taxes that could be lawfully assessed or imposed upon the Institution as of the date hereof, or upon any property of the Institution in the City, based upon the use of such property.

3.2 Exemption of MOU Properties. The term “MOU Properties” refers to the Current Properties (as defined in Section 3.8 below) and any Transition Properties that are covered from time to time by this Memorandum.

3.3. Tax-Exemption. The parties agree that nothing in this Memorandum affects, alters, diminishes or increases the legal status, force, or effect of the Institution’s tax exemption. The

Institution represents to the City that it is a charitable corporation and is exempt from Federal income taxes under Section 501 (c) (3) of The Internal Revenue Code, as amended. The parties further agree that nothing in this Memorandum affects, alters, diminishes or increases the obligation of the Institution to pay building permit fees and/or inspection fees as required by applicable law, ordinance, or regulation.

3.4 Change in Laws. The City agrees that, if at any time after the date of this Memorandum, there is a change in state laws resulting in the imposition of a tax whether in the nature of a user fee or otherwise (or there is an obligation in the nature of a real estate tax, regardless of the basis upon which the tax is calculated, or there is an obligation that has the effect of such a tax), with the result in any such event that directly or indirectly the Institution is required to make payments to the City with respect to all or any portion of the MOU Properties, then, while this Memorandum remains in effect, such payment(s) will be credited against and shall reduce the Voluntary Payments and any Transition Payments that the Institution has volunteered to make under this Memorandum.

3.5 Other Payments or Taxes. If, while this Memorandum is in effect, the City assesses or imposes any taxes, fees, charges, or payments that are not being imposed as of the date this Memorandum is executed (“**Other Payments or Taxes**”) in respect to the Institution’s tax-exempt properties or that have the effect of a tax on the Institution or on the Institution’s currently tax-exempt property or currently tax-exempt operations, then in addition to any other right the Institution may have, the Institution may contest the making of such Other Payments or Taxes and/or may offset (*i.e.*, deduct) such Other Payments or Taxes from the voluntary Payments and any Transition Payments volunteered under this Memorandum and pay the Other Payments or Taxes under protest reserving the Institution’s rights. The term “Other Payments or Taxes” shall exclude water and sewer use charges and the like, and other fees charged to property, but only if they are uniformly applicable to similar property (regardless of ownership or use) in the City. In no event shall a decision by the Institution to continue this Memorandum in effect despite the imposition of Other Payments or Taxes constitute or be construed as an admission that such Other Payments or Taxes may lawfully be imposed. The Institution reserves the right to challenge the imposition of Other Payments or Taxes regardless of whether it chooses to continue this Memorandum in effect.

3.6 General. Captions and section titles are for convenience of reference only, and shall not be used to construe this Memorandum. References to a Section include subsections thereof. The term “including” shall be interpreted to mean “including without limitation,” unless the context otherwise expressly specifies. Footnotes and italicized explicative provisions are material parts of this Memorandum as fully as if set forth in the body of this Memorandum in regular typeface. This Memorandum may be executed in any number of counterparts, each of which shall be and all of which shall be deemed to constitute one Instrument. This Memorandum constitutes the entire understanding between the parties and supersedes all previous discussions, negotiations, and agreements between the City and the Institution with respect to the understandings herein.

3.7 Duration of this Memorandum. This Memorandum shall continue in effect until June 30, 2023, unless earlier terminated as provided herein. In the tenth (10th) fiscal year following the execution of this Memorandum, provided JWU still owns any of the MOU Properties and this Memorandum is still in effect, the parties agree to negotiate in good faith the terms of an extension of this Memorandum (it being the intent of the parties that this Memorandum is to be extended for successive ten year terms upon similar and mutually agreeable terms and conditions while the Institution owns the MOU Properties).

3.8 Early Termination. This Memorandum shall, at the option of the Institution, terminate and be of no further force and effect in the event that prior to December 31, 2012: (i) an amendment to the Institution's legislative Charter to provide that the real and personal property of the Institution shall be exempt from state and local taxes so long as said property is utilized for the purposes set forth in Article 3 of such Charter, has not become effective; and (ii) all of the real property located in the City which is owned by the Institution as of the date hereof and identified on **Exhibit A** attached hereto and made a part hereof (the "**Current Properties**") have not been included in an educational institution zoning district permitting higher education uses including, without limitation, classrooms, training facilities, laboratories, administrative facilities, common areas, and athletic and fitness facilities, as well as facilities for student housing, student dining, and student activities. In the event of an early termination under this Section 3.8, the City may retain any voluntary payments previously made hereunder to the City by the Institution, but no further payments shall be made by the Institution under this Memorandum.

3.9 Sales Terminate Undertaking. The Institution's voluntary undertaking to make the Transition Payments described in this Memorandum will terminate as to a specific MOU Property upon the sale or other disposition of such MOU Property to an individual, corporation, partnership, limited partnership, trust, or other legal entity, that is not owned or controlled by an Institution.

3.10 City Council Approval and Ratification. Notwithstanding anything herein to the contrary, this Memorandum shall not become effective, nor shall any payments be made to the City hereunder, until this Memorandum shall have been approved and ratified by the City Council of the City. In the event this Memorandum has not been so approved and ratified on or before May 31, 2012, this Memorandum shall terminate and be null and void and of no further force and effect.

IN WITNESS WHEREOF, each of the parties has caused this Memorandum to be executed by its respective duly authorized officer(s) as of the date and year first written above.

THE CITY OF CRANSTON

JOHNSON & WALES UNIVERSITY

By: Allan W. Fung
Allan Fung, Mayor

By: John J. Bowen
John J. Bowen, Chancellor

EXHIBIT A

Account Number	MBLU	Building/Site	Assessor's Address
29008525	2/3/681	Harbor View	1150 NARRAGANSETT BOULEVARD
29008525	2/3/681/999	Harbor View	1150 NARRAGANSETT BOULEVARD
29008525	2/4/3368	Alumni House	1146 NARRAGANSETT BOULEVARD
29008525	2/4/3240	Narragansett House	1144 NARRAGANSETT BOULEVARD
29008525	2/4/220	Parcel 1	NARRAGANSETT BOULEVARD
29008525	2/4/3946	Parcel 2	HARBOURSIDE BOULEVARD
29008525	2/4/3969	Grace Welcome Ctr.	120 HARBOURSIDE BOULEVARD
29008525	2/4/3974	Harborside Village	100 HARBOURSIDE BOULEVARD
29008525	2/4/3968	Friedman Center	44 HARBOURSIDE BOULEVARD
29008525	2/4/3949	Pump Stn. Parcel 10	0 HARBORSIDE BOULEVARD
29008525	2/4/3935	Harborside Rink	0 HARBORSIDE BOULEVARD
29008525	2/4/2949/999	7 Pierce Place	7 PIERCE PLACE
10062845	2/4/2949	7 Pierce Place	7 PIERCE PLACE
10062845	2/4/3901	Pierce Place	0 NARRAGANSETT BOULEVARD

3/16/12

EXTENSION AGREEMENT

The CRANSTON SCHOOL COMMITTEE (hereinafter referred to as "COMMITTEE") and the NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE), Local RI-153 (hereinafter referred to as "LOCAL RI-153") resolve the current collective bargaining by modifying and extending the existing COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as the "AGREEMENT") that covered the term of July 1, 2008 through June 30, 2011 in the following manner:

12
MAR 22 PM 12:02
CRANSTON
CITY OF RI

1. **TERM OF EXTENSION.** The AGREEMENT shall commence on July 1, 2011 and shall expire on June 30, 2014.
2. **SALARY SCHEDULE ADJUSTMENT.** The Salary Schedule shall be adjusted in an amount reflecting a fifteen (15%) percent reduction effective March 12, 2012 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. Also, all steps are frozen as of the date of ratification of this Agreement by the Committee and Local RI-153 and shall remain frozen during the term of this Agreement.
3. **ARTICLE XI 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 shall be responsible for a twenty (20%) percent cost share effective March 12, 2012. The dental insurance plan shall remain the same. However, all Bargaining Unit members shall be responsible for twenty (20%) percent cost share based upon their plan effective March 12, 2012. The plan design changes and deductible for the health plan will go into effect when processed by Blue Cross which should take approximately 6 - 8 weeks following the ratification of this Agreement by the Committee and Local RI-153. This paragraph supersedes anything set forth in the Collective Bargaining Agreement which expired on June 30, 2011, and any conflicts will be decided in favor of the provisions of this Agreement.
4. **HOLIDAYS.** For the term of this Agreement, the holiday schedule as set forth in Article IV shall be adjusted to reflect that two (2) holidays shall be eliminated for the period from March 1, 2012 to June 30, 2012 and that four (4) holidays shall be eliminated for the contract years 2012-2013 and 2013-2014.
5. **LEAVE PROVISIONS.** Article VI Leave Provisions shall be amended so that

members of the bargaining unit shall accrue only one (1) day of sick leave per month for each month during which bargaining unit members work more than eighty-five (85%) percent of the work days of the month. Accrued sick days/sick banks for all bargaining unit members shall be frozen effective March 1, 2012 as set forth in Exhibit C dated February 28, 2012, the terms of which are hereby incorporated by reference, and no unused sick days shall be allowed to accumulate or be added to the sick bank during the term of this AGREEMENT for purposes of the payout to bargaining unit members who have worked for the Cranston Public Schools for ten (10) years or more upon their retirement from the Cranston Public Schools. In the event that any bargaining unit member has accrued and exhausted twelve (12) 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 upon their qualifying requirement.

6. **ARTICLE XII (G) ENTITLED GENERAL LONGEVITY.** No bargaining unit member shall be entitled to longevity pay for the contract years of 2012-2013 and 2013-2014.
7. **PENSION.** Any Cranston School Department employee members of Local RI-153, hired after June 30, 2012, shall be enrolled in a defined contribution plan (i.e. a 401A plan or equivalent thereof), established by the Cranston School Department and shall not be a member of the retirement system established by R.I.G.L. 45-21-1, et seq. entitled Retirement of Municipal Employees, and Local RI-153 agrees to provide written approval of withdrawal by the Cranston School Department of this group from the Municipal Employees Retirement System as set forth in §45-21-5 of the Rhode Island General Laws and to further cooperate and provide anything else required to effectuate the withdrawal.
8. **PRIVATIZATION.** The parties agree that the Committee will not privatize custodial services during the term of the Contract.
9. **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, 2014. All agreed upon changes and modifications to the existing AGREEMENT are incorporated into this EXTENSION AGREEMENT and there are no other understandings, representations or promises between the parties.
10. **RATIFICATION.** This EXTENSION AGREEMENT has been negotiated in good faith by the bargaining negotiation representatives of both the

COMMITTEE and the LOCAL RI-153 and is subject to ratification by the COMMITTEE, the CRANSTON CITY COUNCIL, and by members of LOCAL RI-153. 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 16th day of March, 2012.

CRANSTON SCHOOL COMMITTEE

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE), Local RI-153

By: Andrea M. Iannazzi
Chairperson

By: Raymond Soccio
Raymond Soccio, President

P:\Active Clients\RFC files\CRANSTON SCHOOL DISTRICT\NEGOTIATIONS\Custodians Negotiations
11-4481\Extension Agreement 3.15.12 (formerly 2.22.12).wpd

REC'D
12 MAR 22 PM 12:00
CRANSTON
CITY OFFICE

APPENDIX A

SALARY SCHEDULE

High School Forman / Utility Forman

Step	11-12	12-13	13-14
1.	16.87	14.34	14.34
2.	17.43	14.82	14.82
3.	17.93	15.24	15.24
4.	18.50	15.73	15.73
5.	19.01	16.16	16.16
6.	19.64	16.69	16.69
7.	19.95	16.96	16.96
8.	20.26	17.22	17.22
9.	20.57	17.48	17.48

SALARY SCHEDULE

Middle School Forman

Step	11-12	12-13	13-14
1.	15.80	13.43	13.43
2.	16.39	13.93	13.93
3.	16.96	14.42	14.42
4.	17.31	14.71	14.71
5.	17.98	15.28	15.28
6.	18.54	15.76	15.76
7.	18.85	16.02	16.02
8.	19.16	16.29	16.29
9.	19.47	16.55	16.55

SALARY SCHEDULE

Senior Custodian / Utility Crew / Stockroom

Step	11-12	12-13	13-14	
1.	15.09	12.83	12.83	
2.	15.67	13.32	13.32	
3.	16.20	13.77	13.77	
4.	16.78	14.26	14.26	
5.	17.28	14.69	14.69	
6.	17.83	15.16	15.16	
7.	18.14	15.42	15.42	
8.	18.45	15.68	15.68	
9.	18.76	15.95	15.95	

SALARY SCHEDULE

Custodian

Step	11-12	12-13	13-14	
1.	14.23	12.10	12.10	
2.	14.82	12.60	12.60	
3.	15.37	13.06	13.06	
4.	15.86	13.48	13.48	
5.	16.46	13.99	13.99	
6.	16.99	14.44	14.44	
7.	17.30	14.71	14.71	
8.	17.61	14.97	14.97	
9.	17.92	15.23	15.23	

SALARY SCHEDULE

4 Hour Part Time Custodian

Step	11-12	12-13	13-14	
1.	10.98	9.33	9.33	
2.	11.73	9.97	9.97	

SALARY SCHEDULE

5 Hour Part Time Custodian

Step	11-12	12-13	13-14	
1.	10.98	9.33	9.33	
2.	11.73	9.97	9.97	

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:

Blue Cross Healthmate Coast to Coast Co-Insurance Plan 100% in network and 80% out of network with a \$500 deductible.

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 utilization; included doctor, nurse, home health aide visits and home infusion* \$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 injectable

PREVENTATIVE CARE:

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

PRESCRIPTIONS:

- * \$7 (generic drugs), \$30 (Formulary), and \$50 (Non-Formulary).

MISCELLANEOUS BENEFITS:

- * Student coverage to age 26
- * 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, allogeneic bone marrow, heart, lung, and liver, pancreas, and small intestine transplants.
- * Radiation therapy services paid in full (non-network 80% after deductible)
- * 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 co-payment, co-insurance and/or deductibles; members responsible for balances over the healthcare carrier's allowance when using non-participating municipal ambulance companies
- * Air and water ambulance: reimbursement based on the healthcare carrier's allowance and subject to any applicable co-payment, co-insurance, and/or deductibles; maximum benefit of \$3,000 per occurrence applies; members responsible for any charges exceeding \$3,000 maximum
- * Home & hospice care: 100% coverage in lieu of hospice therapy; non-network 80% after deductible
- * Dependent coverage: spouse and unmarried children through the year in which they turn age twenty-six (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

Unused Benefits As Of Date: 02/28/2012

Emp#	Full Name	Type	Hired	Location	True	STC	VAC	PER	TRF
3628	Abbondanza, Giuseppe	Custodian	12/16/2003	Cr. East	True	166.00	0.00	1.00	1.00
2805	Allen, Thomas H	Custodian	09/18/2001	Park View	True	21.00	3.00	0.00	2.00
1195	Almonte, Richard	Custodian	08/18/1998	Stadium	True	39.50	6.00	1.00	1.00
670	Amore, Michael	Custodian	11/03/1997	Oak Lawn	True	147.50	2.00	1.00	1.50
753	Angell, Thomas	Custodian	05/19/1987	Western Hills	True	42.00	8.50	0.50	1.00
2258	Antonetti, Roseann	Custodian	08/27/2009	Stadium	False	0.00	16.00	0.00	2.00
5633	Apostolico, Joseph D	Custodian	02/14/2012	Rhodes	False	0.00	0.00	0.00	0.00
645	Balasco, Charles	Custodian	10/11/1994	Arlington	True	116.50	0.00	1.00	2.00
1066	Barbier, William	Custodian	07/02/1990	Bain	True	171.00	9.00	0.00	2.00
655	Bazor, David	Custodian	07/01/1980	Utility	True	37.50	5.00	1.00	2.00
155	Bevilacqua, Richard J	Custodian	02/21/1989	Western Hills	True	10.50	4.00	0.00	2.00
713	Boutin, Joseph	Custodian	10/20/1987	Cr. West	True	14.00	0.00	1.00	2.00
3423	Boutin, Yvonne V	Custodian	07/01/2003	Bain	True	18.00	0.00	1.00	2.00
4921	Breedon, Rick E	Custodian	02/26/2009	Cr. West	True	26.50	1.00	0.00	2.00
4062	Burley, Michael J	Custodian	03/22/2005	Bain	True	136.50	0.00	1.00	2.00
2625	Burnett, John T	Custodian	02/13/2001	Cr. East	True	100.00	0.00	1.00	1.00
4433	Burnett, Joseph E	Custodian	05/16/2006	Gladstone	True	29.00	0.00	1.00	2.00
5474	Caniglia, Jonathan	Custodian	11/03/2010	Eden Park	False	32.00	0.00	0.00	2.00
1349	Carbone, John	Custodian	12/16/1985	Utility	True	0.00	9.00	1.00	2.00
2455	Cardilli, Raymond	Custodian	11/21/2000	Cr. East	True	11.50	0.00	0.00	0.50
563	Cardillo, Mario	Custodian	06/04/1990	Barrows	True	40.00	3.00	1.00	2.00
2090	Carroll, James	Custodian	12/02/1992	Cr. East	True	157.50	0.00	1.00	2.00
1084	Carvalho, John	Custodian	05/19/1987	Peters	True	0.00	13.00	1.00	2.00
1140	Casale, Raymond	Custodian	02/24/1997	Glen Hills	True	108.00	4.00	1.00	0.00
3436	Casey, Scott P	Custodian	07/01/2003	Bain	True	26.00	5.00	0.00	2.00
2944	Cavanaugh, Stephen G	Custodian	02/25/2002	Cr. West	True	49.50	5.00	1.00	2.00
1397	Cox, Phillip	Custodian	06/07/1994	Hope Highlands	True	168.00	9.00	1.00	0.00
5499	Creighton, Scott K	Custodian	02/15/2011	Waterman	False	18.00	0.00	0.00	2.00
903	Cricco, Rocco	Custodian	08/24/1992	Cr. West	True	170.00	0.00	1.00	2.00
764	Dail, Steven	Custodian	06/19/1979	Utility	True	169.00	5.00	0.00	2.00
1733	Delicarpine, Carmine	Custodian	08/22/1984	Cr. West	True	127.50	4.00	0.00	2.00
1722	Deluca, Domenica	Custodian	12/15/1986	Cr. East	True	172.00	20.00	1.00	2.00
5216	Dermo, Jr., Peter R	Custodian	09/22/2009	Charter	False	56.00	0.00	0.00	2.00
350	Diner, Michael	Custodian	01/09/1996	Sanders Alternative	True	41.00	4.00	1.00	0.50
361	Doyle, Mark	Custodian	02/06/1989	Eden Park	True	92.50	5.00	1.00	2.00
2846	Everett, Steven F	Custodian	09/18/2001	Cr. West	True	86.00	3.00	1.00	2.00
1072	Fabrizio, Antonio	Custodian	11/05/1990	Cr. East	True	160.00	5.00	1.00	1.00
1117	Fagnant, Brian	Custodian	07/19/1988	Orchard Farms	True	48.50	0.00	0.00	0.00
5319	Fert, Brian A	Custodian	05/28/2010	Gladstone	True	32.50	0.00	0.00	2.00
608	Findlay, Mylan	Custodian	09/01/1997	Park View	True	107.50	5.00	1.00	1.00
520	Fullerton, Albert	Custodian	05/09/1988	Stone Hill	True	170.00	9.00	1.00	2.00
1331	Gelsomino, Michael	Custodian	10/17/1995	Rhodes	True	164.00	9.00	1.00	1.00
2967	Gesterling, William	Custodian	04/09/2002	Cr. East	True	166.50	0.00	1.00	2.00
176	Gordon, Kevin	Custodian	09/16/2003	Western Hills	True	27.50	4.00	1.00	2.00
2269	Gordon, Matthew	Custodian	03/12/2000	Dutemple	True	152.00	0.00	1.00	2.00
5320	Guilmette, Richard M	Custodian	05/28/2010	Edgewood Highland	False	38.00	4.00	0.00	2.00
5233	Higham, Randy	Custodian	10/27/2009	Park View	True	43.00	3.00	1.00	1.00
5184	Houlihan, Richard	Custodian	09/22/2009	Peters	False	38.00	0.00	0.00	2.00
1543	Howcroft, Michael	Custodian	07/19/1994	Hope Highlands	True	36.50	0.00	1.00	1.00
1766	Johnson, Alfred	Custodian	01/18/1989	Charter	True	151.50	3.00	0.00	2.00
785	Kettle, Kelvin	Custodian	09/22/1980	Hope Highlands	True	169.00	9.00	1.00	2.00
1156	Kirkconnell, Gordon	Custodian	07/25/1988	Park View	True	169.00	6.00	1.00	2.00

Emp#	Full Name	Type	Hired	Location	EMP	STD	VAG	PER	FAM
1845	Lataille, Frederick	Custodian	12/16/1985	Utility	True	27.00	9.00	0.00	1.00
1843	Lataille, Roland	Custodian	07/21/1987	Gladstone	True	10.00	14.00	0.00	0.00
1844	Lemonde, Roland	Custodian	05/09/1994	Cr. East	True	163.00	6.00	0.50	2.00
5580	Lotz, Kenneth R	Custodian	11/22/2011	Glen Hills	False	2.00	0.00	0.00	0.00
5235	Mancuso, Justin	Custodian	03/23/2010	Dutemple	False	26.00	0.00	0.00	2.00
1490	Marcello, Luigi J	Custodian	07/31/1995	Cr. East	True	30.00	0.00	0.00	2.00
223	Marrocco, Anna	Custodian	01/02/1990	Bain	True	158.00	0.00	1.00	2.00
4441	Martini, Christopher	Custodian	12/19/2006	Park View	True	79.00	0.00	0.00	1.00
5151	McCormick, Charles T	Custodian	05/19/2009	Cr. West	True	56.00	0.00	1.00	2.00
253	McGowan, Catherine	Custodian	03/15/1993	Western Hills	True	45.50	6.00	1.00	0.00
4344	McHugh, John	Custodian	12/13/2005	Briggs	True	30.50	0.00	1.00	1.00
331	Melone, Joseph	Custodian	02/22/1982	Utility	True	127.50	5.00	1.00	2.00
1854	Melvin, Robert	Custodian	08/29/1988	Utility	True	169.00	0.00	1.00	2.00
1092	Monroe, Cathleen	Custodian	07/02/1990	Briggs	True	15.00	13.00	1.00	2.00
4343	Moreau, Charles	Custodian	12/13/2005	Cr. East	True	102.00	0.00	1.00	2.00
696	Moynihan, Michael	Custodian	10/21/1991	Waterman	True	68.00	5.00	0.00	2.00
683	Muccio, Mario	Custodian	11/22/1991	Utility	True	0.00	1.00	0.00	1.00
1136	Nardolillo, Giacinto	Custodian	11/03/1997	Western Hills	True	164.00	0.00	0.00	0.00
1888	Nicolace, Michael	Custodian	08/06/1990	Cr. West	True	151.50	0.00	1.00	2.00
1768	Onanian, Edward	Custodian	07/17/1984	Woodridge	True	110.00	7.00	0.00	2.00
168	Pagliarini, Joseph	Custodian	07/06/1993	Bain	True	169.50	4.00	1.00	2.00
5328	Parris, Sr., Robert J	Custodian	05/28/2010	Rhodes	True	15.50	0.00	0.00	0.00
2241	Pirelli, Jonathyn A	Custodian	06/15/2010	Edgewood Highlands	False	5.00	0.00	0.00	2.00
733	Pisaturo, Carmine	Custodian	06/16/1987	Horton	True	113.50	0.00	1.00	2.00
4285	Pontarelli, Donald	Custodian	11/15/2005	Barrows	False	37.00	0.00	0.00	2.00
270	Rampone, Michael	Custodian	09/29/1975	Hope Highlands	True	-2.00	4.50	1.00	2.00
4067	Razza, David G	Custodian	03/22/2005	Park View	True	24.00	0.00	1.00	2.00
4488	Riley, Kenneth	Custodian	02/26/2008	Arlington	True	10.00	10.00	0.00	2.00
5496	Rojas, Eliseo	Custodian	02/15/2011	Stadium	False	8.00	0.00	0.00	0.00
1410	Root, Ronald	Custodian	10/23/1989	Garden City	True	46.00	9.00	1.00	2.00
3665	Rossi, Duane	Custodian	02/10/2004	Gladstone	True	0.00	12.00	1.00	2.00
5467	Russell, William T	Custodian	09/20/2011	Garden City	False	5.00	0.00	0.00	0.00
3475	Salisbury, Stephen A	Custodian	07/31/2003	Hope Highlands	True	141.00	0.00	0.00	2.00
4437	Schiappa, Elena	Custodian	06/26/2006	Stone Hill	False	60.00	0.00	0.00	2.00
552	Sears, Ronald	Custodian	12/19/1994	Cr. West	True	8.00	0.00	1.00	1.00
2235	Sepe, Barry	Custodian	12/17/2002	Western Hills	True	0.00	0.00	0.00	2.00
1400	Soccio, Raymond	Custodian	01/18/1989	Peters	True	168.00	0.00	0.00	0.00
1522	Sousa, Frank	Custodian	10/02/1996	Gladstone	True	21.00	0.00	1.00	2.00
1453	Spikes, Timothy	Custodian	11/03/1997	Western Hills	True	109.50	5.00	1.00	2.00
5150	Stackhouse, Tony	Custodian	05/19/2009	Park View	True	54.00	0.00	0.00	2.00
709	Stadelbauer, Bruce	Custodian	08/22/1994	Oak Lawn	True	169.00	4.00	1.00	2.00
276	Venditti, Antonio	Custodian	06/16/1987	Orchard Farms	True	170.00	9.00	1.00	1.00
5579	Webster, Jr., Kevin A	Custodian	11/22/2011	Woodridge	False	3.00	0.00	0.00	0.00
3161	Webster, Kevin	Custodian	02/14/2003	Cr. West	True	57.50	0.00	0.00	2.00
3784	Wentzel, Nathan	Custodian	07/20/2004	Cr. West	True	25.50	4.00	1.00	2.00

REC-1
12 MAR 22 PM 12:02
CRANSTON
CITY OF RI

WORKING AGREEMENT

BETWEEN

LOCAL RI - 153

AND THE

CRANSTON SCHOOL COMMITTEE

JULY 1, 2008 TO JUNE 30, 2011

CRANSTON SCHOOL COMMITTEE

**Michael A. Traficante, Chairperson
Andrea M. Iannazzi, Clerk
Stephanie Culhane
Frank S. Lombardi
Paula McFarland
Janice Ruggieri
Steven A. Stycos**

NEGOTIATIONS COMMITTEE

**M. Richard Scherza, Superintendent
Peter Nero, Assistant Superintendent
Raymond L. Votto, Jr., Chief Operating Officer
Joseph A. Balducci, Chief Financial Officer
Joel Zisseron, Director of Transportation / Plant Operations**

NEGOTIATIONS COMMITTEE / NAGE – Local RI 153

**Paul Saccoccia, National Representative
John Carbone, President
Steven Dail
Raymond Soccio
Fred Lataille**

AGREEMENT

PREAMBLE

This Agreement entered into by the Cranston School Committee and the National Association of Government Employees (NAGE), Local RI – 153, Cranston Public School Employees, hereinafter referred to as the Union, has as its purpose the promotion of harmony between the School Committee and the Union.

TABLE OF CONTENTS

Article I	Recognition	Page 5
Article II	Dues Deduction/Union Security	Page 5
Article III	Hours of Work Standard Schedule	Page 6
Article IV	Holidays & Overtime	Page 7
Article V	Vacations	Page 9
Article VI	Sick Leave	Page 10
	Bereavement Leave	Page 11
	Maternity Leave	Page 11
	Military Leave	Page 12
	Union Leave	Page 13
	Leave for Illness in the Family	Page 13
	Personal Business Leave	Page 13
Article VII	Promotions/Seniority	Page 14
Article VIII	Dismissal	Page 16
Article IX	Grievance & Arbitration Procedure	Page 17
Article X	No Strike – No Lock Out	Page 19
Article XI	Health Insurance	Page 20
Article XII	Social Security	Page 21
	Quarantine	Page 21
	Physical Exam	Page 21
	Work in Higher Classification	Page 21
	Uniforms	Page 21
	Jury Service	Page 22
	Longevity	Page 22
	Transfers	Page 22
Article XIII	Management Rights	Page 23
Article XIV	No Lay-Off Provision	Page 24
Article XXV	Salary Parity	Page 24
	Additions/Deletions/Modifications	Page 24
	Duration	Page 24
Appendix A	Salary Schedule	Page 25

ARTICLE I

Recognition

- A. The School Committee recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees in the bargaining unit.
- B. The bargaining unit shall consist of all custodians, stockroom personnel, utility crew of the Cranston Public Schools as defined in Title 28, Chapter 9.4. Section 2 of the General Laws of Rhode Island 1956, as amended.
- C. The word, employee shall be limited to those persons in the above classifications who are regularly employed sixteen (16) or more hours per week by the Cranston Public Schools, subject, however, to a ruling or decision by the Rhode Island State Labor Relations Board or by a court of competent jurisdiction that employees who work less than sixteen (16) hours per week are regular employees. In that event, such a ruling or decision shall determine which employees are within the appropriate unit and all benefits and obligations of this agreement shall thereupon apply to them.

ARTICLE II

Dues Deductions/Union Security

- A. The Committee agrees to the continuance of a union check off system whereby union dues and /or union service charges will be withheld from the employee's salary. Such withholdings to be transmitted at intervals of no greater length than thirty-one (31) days to the treasurer of the National Association of Government (NAGE), 159 Burgin Parkway, Quincy, Massachusetts, 02169, and accompanied by a list of employees paid.
- B. All employees covered by this agreement and who are members of the Union on the effective date of this agreement shall remain members of the Union in good standing for the life of the agreement.
- C. All employees covered by this agreement who have not or do not make application for membership shall have deducted from their salaries each pay period a service charge as a contribution towards the administration of this agreement in an amount equal to regular dues. This service charge along with all dues collected shall be remitted to the Union as specified above.

ARTICLE III

Hours of Work Standard Schedule

All full-time positions shall consist of five (5) consecutive days, eight (8) hours a day, in any regular work week.

Work shifts will be determined by the Cranston Public Schools as needed by building demands.

- A. Shifts shall be as follows:
- | | |
|------------------------|---------------------------|
| 6:30 A.M. - 3:00 P.M. | 1/2 hour lunch - not paid |
| 7:00 A.M. - 3:30 P.M. | 1/2 hour lunch - not paid |
| 7:00 A.M. - 4:00 P.M. | 1 hour lunch - not paid |
| 7:30 A.M. - 4:00 P.M. | 1/2 hour lunch - not paid |
| 7:30 A.M. - 4:30 P.M. | 1 hour lunch - not paid |
| 10:00 A.M. - 6:00 P.M. | 1/2 hour lunch - included |
| 1:00 P.M. - 9:00 P.M. | 1/2 hour lunch - included |
| 3:00 P.M. - 11:00 P.M. | 1/2 hour lunch - included |
- Any change or additional shifts shall take place after notifying the Union President.
- B. When a member of the Utility Crew is assigned to cover a building, the assignment shall not exceed two (2) weeks.

ARTICLE IV

HOLIDAY AND OVERTIME

- A. (1) The following shall be paid holidays for custodians, stockroom personnel and utility crews:
- | | |
|--|--|
| New Year's Day | Labor Day |
| Presidents' Day | Columbus Day |
| Good Friday | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Fourth of July | Christmas Day |
| Victory Day | Martin Luther King Day |
| Day after Thanksgiving | Election Day (when schools are closed) |
| Jewish Holy Days (when they fall on a regular work day only) | |
- (2) If the work force is released early the day before Christmas, all members shall be released one-half (1/2) hour later, at no loss of pay.
- B. In order to be eligible for compensation for any of the above holidays, the custodian, stockroom personnel, utility crew, must have worked the last regular work day preceding the holiday and the day following the holiday.
- Notwithstanding the above, the compensation for a holiday shall be made to an employee who has been known to be ill over a two-week period of time, including the days surrounding the holiday.
- C. When an employee is required to work on his holiday, he/she shall be paid at the rate of double time for all hours worked in addition to being paid his/her holiday pay.
- D. The rate for overtime work, either before or after the regular work day period, required by the School Department, shall be time and one-half the regular hourly rate, except for overtime work on Sundays which shall be at double the regular hourly rate. Snow Removal shall be at the rate of double time when:
- (a) School is closed
 - (b) Saturdays and Sundays
- E. (1) In the event a Senior Custodian or Foreman is called back due to open windows, break-ins, or alarm problems, a minimum of three (3) hours at a rate of time and one-half hours to be given as compensatory time or overtime payment. Earned compensatory time for Senior Custodians or Foreman to be taken upon agreement with the Director of Plant Operations.
- (2) All records for compensatory time shall be kept by the Plant Operations Secretary.

- F. Overtime must receive the prior approval of the Director of Plant Operations for all employees.
- G. Whenever a holiday falls on an employee's scheduled day off, the employee shall have the option to either receive holiday pay or receive a day off in lieu of the pay for that day. However, the option selected by the employee must be known to the Director of Plant Operations no later than seven (7) days prior to the holiday in question. The granting of a day off shall not be denied unless the requested day off will cause a manpower shortage.
- H. Whenever a paid holiday falls during the employee's vacation, the employee shall have the option to either receive holiday pay or receive a day off in lieu of the pay for that day. However, the option selected by the employee must be known to the Director of Plant Operations no later than seven (7) days prior to the holiday in question. The granting of a day off shall not be denied unless the requested day off will cause a manpower shortage.
- I. Whenever a holiday falls during a period of sick leave of three (3) days or more, the employee, shall be granted holiday pay for that day, but shall not also receive sick leave pay.
- J. **Special Events**
 - 1. Special events shall be defined as an activity taking place before or after the normal work day or shift. Assignment of the custodian(s) shall be by seniority in the building first, utility crew second, snow removal and then others who may be interested. The Director of Plant Operations shall determine the number of custodians to be assigned to the event.
 - a) A list shall be established at the beginning of the school year by seniority for any custodian interested in snow removal.
 - b) The list established in Section K.1A shall be used when additional employees are needed over and above K.1.
 - c) All overtime for the utility crew shall be by rotation and seniority
 - 2. The building shall be opened at a time determined by the Director of Plant Operations.
 - 3. At the conclusion of the event, the custodian will ensure that the facility is acceptable for use the following day.
 - 4. The custodian shall assist the group and remain in the area of the activity and visible, unless otherwise requested, in case of additional assistance.
 - 5. The rate for special events which occur on Sundays and holidays will be computed at double time.

6. Any employee of Nage Local 153 who works a special event that takes place before or after the normal workday shall be compensated at the rate of time and one-half (1 ½) except for an employee who works on a Sunday. The employee will be compensated at the rate of double time for working on a Sunday. Any employee who works a special event will be compensated a minimum of three (3) hours whether the event is finished earlier than the three (3) hours.
- K. 1. When a school maintains a custodial staff of three (3) or more, overtime shall be determined by the following:
 - A. Day shift custodians shall work week night events.
 - B. Night shift custodians shall work weekend events.
2. The foreman shall post a list by seniority for rotation purposes. Events during the summer shall be assigned by seniority for rotation purposes.
3. School vacations shall be assigned as stated above in Section 1.
4. At the discretion of the Director of Plant Operations, the foreman may be assigned to any event.
5. If a custodian is by-passed in rotating in any of the above procedures, the remedy will be to give the custodian the next available assignment, at the appropriate overtime rate.

**ARTICLE V
Vacations**

- A. Vacations - Custodians, Stockroom Personnel, Utility Crew
 1. All custodians, stockroom personnel, and utility crew with one year of continuous service prior to June 1 shall be entitled to two (2) weeks vacation to be taken during the School recesses and August. After five (5) years of continuous service, one day shall be added for each year of additional service up to fifteen (15)-years.
 2. Those custodians, stockroom personnel, and utility crew members who have completed six (6) months or more of continuous service, but less than one year, prior to June 1, shall be entitled to one week of vacation.

3. The above-named employees with completed service of less than six (6) months as of June 1, shall be entitled to no vacation.
4. All vacation date requests shall be approved and by the Plant Operation's Office.
5. Maximum vacation entitlement after fifteen (15) years of continuous service shall be twenty (20) days.

ARTICLE VI

Leave Provisions

A. Sick Leave

1. All regularly appointed full-time custodians, stockroom personnel, utility crew, shall earn sick leave at the rate of two (2) days per month for each month during which they work more than eighty-five (85) percent of the work days of the month. The maximum cumulative accrual shall be one hundred seventy (170) days.
2. In case of absence due to personal illness in excess of three (3) consecutive days, a certification from a physician stating the nature of the illness may be required. The medical certificate will have the nature of the illness, next scheduled evaluation and tentative return date.
3. Regularly appointed part-time custodians shall earn sick leave at the rate of two (2) days per month during which they work more than eighty-five (85) percent of the work days of the month. The maximum cumulative accrual shall not exceed sixty (60) days.
4. When an employee becomes ill on the job, the employee may choose to take sick leave or be docked for the time not worked. Disciplinary action will not be taken against the employee in these circumstances unless determined to be abusive.
5. Employees who have worked ten (10) years or more upon retiring from the Cranston Public Schools shall receive compensation for sick days they have accumulated at a rate of ten (\$10.00) per day.

6. Employees' cumulative accrual sick time shall be sent to all members no later than October of each year.
7. All custodians who have used four (4) or less sick days from July 1 through June 30th may exercise the option of receiving two (2) days pay, provided that if the option is exercised, the employee would accrue an annual maximum of three (3) days less than they would have accrued for that year.
8. All custodians who have not used any sick days from July through June 30th shall be given (3) three days pay, without any decrease of accrued time.

B. Bereavement Leave

1. In case of death in the immediate family (father, mother, sister, brother, son, daughter, spouse, or other persons living in the immediate house-hold) a custodian, stockroom personnel, utility crew, may be absent for a period of mourning including the day of burial not to exceed five (5) calendar days.
2. In the case of the death of the grandmother, grandfather, father-in-law, mother-in-law or grandchildren, the employees, may be absent for the period of mourning including the day of the burial, not to exceed three (3) calendar days. An additional two (2) days of absence, without compensation, may be approved by the Executive Director of Human Resources when requested by the employee as being necessary.
3. In the case of the death of a son-in-law, daughter-in-law sister-in-law, or brother-in-law, the employees may be absent for the period of mourning including the day of burial, not to exceed three (3) calendar days. An additional two (2) days of absence, without compensation may be approved by the Executive Director of Human Resources when requested by the employee as being necessary.
4. In the case of the death of relatives by blood or marriage not listed in 1 through 3 above, employees will be allowed the day of the funeral without loss of pay.

C. Maternity Leave

1. Maternity leave, without compensation or benefits, shall be granted by the Committee upon recommendation of the Superintendent for a period not to exceed one year. Written request for such leave must be made no less than sixty (60) days prior to the date the leave is to begin.

2. Request for maternity leave without compensation must be accompanied by a physician's statement establishing the expected date of confinement and the date through which the employee may be physically able to fulfill all the requirements of her position,
3. Maternity leave shall expire at the end of the period for which the leave was granted, If a request to return from leave under this section is not made prior to the expiration of the leave period, the employee shall be considered to have terminated their employment.
4. Employees may exercise the provisions of paragraph A of this article in cases of pregnancy.
5. When paragraph A is opted, the employee must work up to the time of disability and return at the time the disability no longer exists, exactly as with any other illness or disability which may cause an employee to be absent.
6. Employees must select only one option in case of pregnancy; the long-term, non-paid leave with a one year maximum, or the sick leave option which will generally be for the required period of confinement as established by medical data.
7. The administration may require employees to submit to a physical examination conducted by a physician selected by the administration when paragraph A of this article is being exercised.

D. Military Leave

1. The committee will grant a leave of absence for limited military training to an employee covered under this agreement who is an active member of a reserve component of the Armed Forces, of the United States.
2. The length of the military leave for training will not exceed the standards established by Federal Regulations for training activities required of the employee for the maintaining of creditable standing in the reserve component of the Armed Forces.
3. Any employee covered under this Agreement who is required to participate in activities relating to membership in a military reserve unit shall be granted military leave with pay equal to the difference between the amount the employee receives from said military unit and the amount the employee would ordinarily receive had the employee worked for the Cranston School System during said leave.

E. Union Representative Leave

A leave of absence, without compensation, not to exceed five (5) days in any one-year period, shall be granted to two (2) elected officials of Local RI -153 to attend international, regional, or state conventions without reprimand.

F. Leave for Illness in the Family

Leave of absence without compensation may be granted to members of the bargaining unit for a period of time not to exceed thirty (30) calendar days for illness in the immediate family (spouse, father, mother, daughter, son). The illness in the family shall be substantiated by medical certification at the time of the request for leave.

There shall be no extension privileges of this leave and failure to return to work within the thirty (30) day leave period shall constitute a voluntary termination by the employee.

Members may be granted two (2) days compensation for family illness. A certificate from a physician stating the nature of the illness shall be submitted with the request.

G. Personal Business Leave

1. All employees listed in paragraph A, above, shall be entitled to personal day leave, with compensation, not to exceed one (1) day per year to conduct business which cannot be reasonably conducted outside the work day.

2. Request for personal day leave must be submitted for approval to the Director of Plant Operations, as applicable, in writing five (5) calendar days prior to the day of leave.

3. In the event of non-approval by the Director of Plant Operations, appeal may be taken to the Executive Director of Human Resources.

4. The decision of the Executive Director of Human Resources will be final and not subject to the grievance procedure of this agreement.

ARTICLE VII

Promotions/Seniority

- A. All vacancies shall be sent to all buildings and published in the Superintendent's Bulletin and posted in all schools. A copy of the posting will be sent to Senior Custodians and Foreman, in a separate envelope to their attention. During the summer and vacation periods when the Superintendent's Bulletin is not published, announcement of all vacancies will be made via United States Postal Service to the home of the President of Local RI -153.

- B. All posted custodial vacancies shall be filled on the basis of the best qualified person available; provided, however, that where two or more candidates are substantially equal in qualifications, the applicant with the greatest seniority shall be given preference. The decision of the committee unless arbitrary, capricious, and without basis of fact shall be final. The bidding period for custodial vacancies shall be five (5) days following the announcement.
 - 1. Any employee interested in the posted position may apply in writing to the Chief Operating Officer within the five (5) day posting period. The posting shall be dated and indicate which school has the vacancy and time of shift and shall designate the last day on which applications will be accepted in the Human Resources Office.
 - a. Seniority shall commence the day following the closing of bid.
 - b. A change of pay rate shall commence when the employee is placed in the position which he/she gained through the bidding process.
 - c. If the employee is not placed in the position within twenty (20) working days, he/she shall be given the rate change.
 - d. Only bids filled out on the "Employee Bid Form" will be accepted in the Human Resources Office.
 - e. All bids must be in the Human Resources Office no later than 4:30 P.M. on the last day of the posting (except

later than 4:30 P.M. on the last day of the posting (except during school vacation, bids are closed at 3:30 P.M. and during the summer at 3 P.M.).

f. Employees who have submitted bids may withdraw their bids up to 4:30 P.M. (3:30 P.M. during school vacation and 3:00 P.M. during summer vacation) on the last day of posting otherwise all bids will be considered and the successful bidder must accept the position.

g. The Union President or his designee may review bids after the closing.

2. Employees governed by the terms and conditions of this collective bargaining agreement shall be permitted to exercise the provisions of this section (VII B) one time in a given school year (September through June). If an opening occurs after the school year has ended (after the last school day in June) and the employee has been in his/her present position for at least six (6) months, the employee may bid for the open position.
3. In the event the employee with the greater seniority is not selected to fill a posted vacancy, the Director of Plant Operations shall, at the option of the employee, meet with the employee and the President of Local RI -153 and shall state his reasons for the selection that was made. The decision of the Director of Plant Operations, regarding this paragraph, is subject to the grievance procedure.
4. Employees selected for assignment to positions under the terms of this article shall be required to successfully complete a 90-day trial period in the position.

During the trial period, a biweekly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee, the Director of Plant Operations and the Chief Operating Officer.

5. In the event the employee is determined to be fulfilling the requirements of the position in a less than satisfactory manner as determined by the Director of Plant Operations, the following will take place:
 - a. The employee will be informed, in writing, as will the President of Local RI - 153, that he/she has been evaluated as being unsuited to fill the position.
 - b. The employee will be advised that he/she may apply for any vacant position that becomes available.

- c. The employee will be advised that he/she will be transferred to a vacant position providing there occurs no breach of any other bargaining unit members' seniority rights under this article.
- d. Any employee disqualified for a position after a trial period may seek review of that disqualification through the grievance procedure.
- C. Seniority shall be a prime consideration in respect to job security, layoffs, recalls, and vacation preference. Effective July, 1, 2005, the School Department agrees that if a building or a facility closes or if there is a reduction in the workforce due to a layoff that employs any full-time custodian, utility crew worker, or stock room personnel, a bumping system shall be utilized allowing the employee to bump the least senior employee within their classification.
- D. New employees shall be considered probationary employees for a period of three months from their date of hire with no rights or recourse to the grievance provisions for dismissal but will be subject to all other provisions of this agreement. Upon completion of a three-month period, the employee shall be placed on the seniority roster, and the effective date of seniority shall be the date of hire.
- E. Annual increases effective July 1, will be given to employees hired prior to January. An employee hired after January 1, shall remain on the step at the time of hire until the following year.
- F. Seniority shall be forfeited in the event that an employee is discharged for cause, or in the event that he/she terminates his employment voluntarily.
- G. The President will be given a seniority list by September 30th of each year. Upon receipt of the seniority list, the President will have thirty (30) days to question the seniority list. After thirty (30) days the list will be accepted and become the official list and will not be questioned or changed based upon previous seniority lists.

ARTICLE VIII

Dismissal

- A. Unauthorized absences, incompetence, insubordination, conduct unbecoming an employee of the Cranston Public Schools, or other acts which may be considered not to be or have been in the best interest of the school system shall be considered just cause

for dismissal.

1. For the purposes of administering this agreement incompetence is defined as the inability or unwillingness of the employee to perform assigned duties in a satisfactory manner and in the required work day.

2. Insubordination is defined as the refusal of an employee to carry out the directions of a superior or to violate Cranston School Committee Policy related administrative regulations.

3. Conduct unbecoming a school system employee may be defined as the flagrant act or acts of discourtesy to parents, student, or other employees of the school system. Conduct unbecoming a school System employee shall also be defined as any act by the employee that tends to cast aspersions on the public schools of Cranston.

B. The exercise of the provisions of this article by the Administration may be made the subject of grievance.

C. When a letter pertaining to discipline is sent out to any employee or a change of policy is posted in any building, a copy of the letter change will also be sent to the Local President at the same time.

D. "WEINGARTEN RIGHTS" shall apply to all union members as follows.

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request my union representative, officer, or steward be present at the meeting. Without representation, I choose not to answer any questions.

ARTICLE IX Grievance and Arbitration Procedure

A. Grievance Defined

For the purpose of the agreement, the term "Grievance" means any difference or dispute between the employer or its agents and the Union or any of its agents and the Union or any of its members with respect to the interpretation, application, or violation of any of the provisions of this agreement. A Union grievance shall be filed at step two (2) of the grievance procedure.

B. First Step

Within five (5) working days from the date of the act or knowledge thereof, an employee shall submit his grievance in writing to his superior or Principal and the Grievance Committee. The signed grievance shall include: a) name and position of grievant; b) the date of occurrence of the grievance and the facts involved; c) the corrective action requested. A written decision shall be given by the superior or Principal within five (5) working days after receipt of grievance.

C. Second Step

The grievance shall be considered settled in accordance with the written decision rendered in the first step, unless the Union shall notify the Chief Operating Officer in writing within five (5) days after receipt of said written decision that it requests a meeting between the Grievance Committee of the Union and said Chief Operating Officer. Such meeting shall be scheduled within five (5) working days of such meeting.

D. Third Step

The grievance shall be considered settled in accordance with the written decision rendered in the second step, unless the Union shall notify the Superintendent in writing within five (5) working days after receipt of said written decision of the Chief Operating Officer that it requests a meeting between the Grievance Committee of the Union and the Superintendent. Such meeting shall be scheduled within ten (10) working days of such meeting.

E. Fourth Step

1. A grievance which is not resolved at the third step under the grievance procedure may be submitted by the Union to arbitration. The arbitration may be initiated by the Union by filing with the School Committee and the American Arbitration Association a notice of arbitration.
2. The notice shall be filed not later than ten (10) working days after receipt of a decision in writing from the third step of this grievance procedure,
3. Within ten (10) days of the receipt of the arbitration request by the committee, the committee and the union will agree upon a mutually acceptable arbitrator or, if unable to reach such agreement a request may be made to the American Arbitration Association by either party for a list of arbitrators.
4. The parties will be bound by the voluntary labor arbitration rules of the American Arbitration Association regardless of how the arbitrator is selected and will share equally the cost of the arbitration process.

5. The decision of the arbitrator shall be final and binding providing that the arbitrator shall not have the power to add to or subtract from or modify any of the terms of the agreement; and no appeal shall be taken except on the grounds that the decision was procured by fraud or that the arbitrator exceeded his authority.
6. All grievances shall be handled as quickly as practicable. The time limits specified on any level of this procedure may be extended in any specific instance by mutual agreement of the parties in writing.

F. Timely Grievances

Grievances which are not submitted within the said five (5) day period, or which are not appealed within the above-mentioned time limits shall be considered as waived and not entitled to further consideration unless the time is extended by mutual agreement of the parties. If the employer fails to answer a grievance on any step within the specified time limits, the Union may proceed to the next step of the grievance procedure. The Union agrees to screen grievances in order to prevent unnecessary grievances from consuming the time of the parties concerned!

- G. The Union agrees that it will not bring or continue any grievance which is similar to a grievance denied by the decision of the arbitrator; and the committee agrees that it will apply to similar situations the decision of an arbitrator sustaining a grievance.

ARTICLE X

No Strike - No Lockout

During the term of this agreement the Union agrees there shall be no lock out, strikes, walkouts, sit-ins, slowdowns or other interruptions, suspensions or cessations of work or any picketing or interference of any nature with the operations of the school department by the Union, or by any of its members or at its insistence for any reason whatsoever, or because of any matter in controversy or dispute between the Union, or any of its members and the employees, or between the Union or any of its members and the school department or between the school department and others: the school department agrees not to lock out union employees.

Employees who participate in any strike, or any other of said acts shall be considered to have voluntarily terminated and their names shall be dropped from the seniority lists.

ARTICLE XI
Health Insurance

- A. The Committee shall provide individual or family coverage for medical insurance, including a student rider to age 24. The Committee will have the option of offering multiple plans for all employees and applicable riders as outlined in plan dated July 1, 2008. The employee will be responsible for ten percent (10%) cost sharing based upon their plan. Any new employee hired as January 1, 2009 will be responsible for a ten percent (10%) cost share and in year 2010-2011 that cost share will increase to twelve percent (12%). Payments under this article shall be subject to section 125 of the IRS code.

Office visits will increase from \$5.00 to \$15.00
Emergency Room deductible will increase from \$25.00 to \$50.00
Prescription rider will increase to \$5.00/\$15.00

- B. Thirty Days (30) after the Cranston Teachers' Alliance ratifies a new contract with the Committee the negotiated health\dental plan changes in the teacher contract will become part of this agreement (2008-2011),
- C. Printed application forms must be requested, completed, and submitted to the Human Resources Office in order to initiate the above coverage.
- D. The inclusive dates of the above health insurance coverage shall be subject to the membership regulations of the agency providing the insurance protection.
- E. Custodians who are employed for twenty (20) hours per week and who have no protection under any other medical insurance contract will be provided with individual medical insurance coverage by the committee as set forth in paragraph A above.
- F. The Committee shall provide the individual or family plan dental insurance, including a student rider to age 24. The annual maximum dental coverage will be \$1,500 per person and the Orthodontic rider lifetime maximum will be \$1,500 per person. All applicable riders as outlined in the plan dated July 1, 2008 will apply to said coverage. The employee will be responsible for ten percent (10%) cost sharing based upon the level of the plan. Any new employee hired as of 1/1/09 will be responsible for a ten percent cost share and in the third year (10-11) that cost share will increase to twelve percent (12%).
- G. The health and dental buyback will be eliminated as of July 1, 2009.
- H. The Committee will provide a \$20,000 term life insurance policy for full-time employees and will permit part-time employees to participate in the program at their own expense.

- I. Employees will have the option to purchase optional term insurance. This policy is subject to the terms and conditions of the plan as specified by the agreement between the Cranston School Committee and Local RI-153. The Agreement benefits and procedures are incorporated In the Fort Dearborn Insurance Company Policy.

ARTICLE XII

General Provisions

- A. Social Security Coverage

All employees shall participate in Social Security Coverage.

- B. Quarantine

When any employee is subject to quarantine by order of the Health Department, there shall be no loss of salary for all employees.

- C. Physical Examination

Whenever the school department requires an employee to have a physical examination it shall be made without cost to the employee either by the city physician or by another physician selected by the school department, If the employee chooses to have the examination conducted by his personal physician, the school department shall not be responsible for the cost.

- D. Work in Higher Classification

When a Senior employee is assigned to work in a unit in a higher classification for a period of more than five (5) consecutive days he/she shall receive the salary of the higher classification but at step equal to his/her regular assignment for all hours worked and holiday hours in the higher classification. The five (5) days will be considered their waiting period for that entire year.

- E. Uniforms

Utility crew will be supplied five (5) sets of uniforms and all other Custodians will be supplied two (2) uniforms at no cost to himself/herself and said custodian will accept the responsibility for proper laundering and upkeep.

1. Utility crew and stockroom personnel, if they so desire, shall be provided safety shoes and equipment as follows:
 - a. Utility Crew-five (5) sets of uniforms, Safety glasses, work gloves and steel toe insulated,

- waterproof, and chemical resistant shoes.
- b. Stockroom/Food truck Drivers-standard steel toe shoes.

Replacement of shoes shall be as needed

Uniforms will be required to be worn during the regular school year. During the summer recess, it is the option of the employee whether or not to wear the uniform, unless the employee is covering a special event at which time the uniform must be worn.

F. Jury Service

An employee who is required by law to be absent from work for Jury duty will be paid the difference between the employees gross daily school department salary and the gross daily compensation received for the performance of jury service, only when the gross daily jury service salary is less than the gross daily school salary. In order to qualify for such compensation the employee called for jury duty will be required to report to work when excused from jury duty to 11:00 A.M. on any day of jury service.

G. Longevity

1. Regularly appointed custodians, stockroom personnel, utility crew, shall receive an annual longevity increment of \$550.00 after having completed ten (10) years of continuous service with the Cranston Public Schools and an annual longevity increment of \$730.00 after having completed fifteen (15) years of continuous service with the Cranston Public Schools.
2. The increment shall be included at the beginning of the salary year next following the completion of ten (10) continuous years of service and annually thereafter. At the beginning of the salary year next following the completion of fifteen (15) years, the custodians shall receive the effective rate for years of service thereafter.
3. Longevity payment shall be paid to eligible employees, in July of each salary year.

H. Transfers

1. The Committee shall exercise its prerogative in transferring personnel when deemed to be in the best interest of the Cranston Public Schools.
2. Transfers will be made effective after consultation between the employee and a representative of the administration. The employee may choose to have a

- representative of the Union present at the time of consultation.
3. The employee shall be given, upon his/her request reason(s) for the transfer in writing.
 4. Transfer of employees under the terms of this paragraph shall be accomplished as follows:
 - a. The employee may apply for a vacant position and considered for assignment on the basis of his/her qualifications and seniority.
 - b. The employee may be assigned to a position which becomes vacant provided no more senior and no more qualified employee seeks to be assigned.
- I. During the school recesses and summer vacation period, the four-hour custodians shall be utilized to work along with the full-time custodian by consolidating their total number of work hours (20 hours) into two or three days whenever practicable.

ARTICLE XIII

Management Rights

- A. Unless expressly provided otherwise in this agreement, the Cranston School Committee reserves the right to:
1. Direct the work of its employees.
 2. Hire, promote, demote, evaluate and retain employees in positions within the school system.
 3. Suspend or discharge employees.
 4. Maintain the efficiency of school operations.
 5. Determine services to be rendered by the Cranston Schools.
 6. Take action as may be necessary to carry out the mission of the public schools.
 7. Determine the methods, means and personnel by which operations are to be carried on.
 8. Be the policy-making and governing body of the public schools; and
 9. Take any other action which is in the best interest of the public schools.

**ARTICLE XIV
NO LAYOFF PROVISION**

The Committee has agreed to no lay-offs for the life of this contract except for those employees hired after January 1, 2009. Notwithstanding any other provisions of this agreement, any provision that restricts or limits the ability of the School Committee to layoff employees in any fashion shall automatically terminate and be void and no longer effective as of July 1, 2011. This sunset provision shall be effective regardless of whether any other terms or conditions of the collective bargaining agreement are continued by agreement of the parties or by the operation of law or otherwise.

**ARTICLE XV
SALARY PARITY**

The Committee agrees any monetary increase including salary, steps and any other compensation that affects the entire bargaining unit of another Cranston Public Schools union will be given to the custodian unit.

Additions/Deletions/Modification

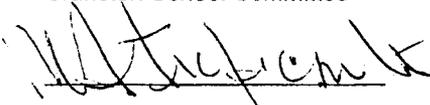
No additions, waivers, deletions, modifications, changes or amendments of this agreement shall be made during its life, except by mutual consent, in writing, by the parties hereto.

Duration

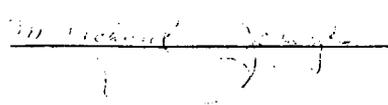
The provisions of this agreement herein contained shall remain in full force and effect for the period beginning July 1, 2008, and ending June 30, 2011.

REC'D
12
MAR 22 PM 1:00
CRANSTON
CITY OFFICE

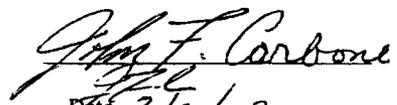
Chairperson
Cranston School Committee



Superintendent of Schools



President
Employees NAGE Local RI-153



Date 3/20/09

3/16/09

APPENDIX A

20.57
1

SALARY SCHEDULE

High School Forman / Utility Forman

Step	08-09	09-10	10-11
1.	16.38	16.38	16.87
2.	16.93	16.93	17.43
3.	17.41	17.41	17.93
4.	17.96	17.96	18.50
5.	18.46	18.46	19.01
6.	19.07	19.07	19.64
7.	19.37	19.37	19.95
8.	19.67	19.67	20.26
9.	19.97	19.97	20.57

SALARY SCHEDULE

Middle School Forman

Step	08-09	09-10	10-11
1.	15.34	15.34	15.80
2.	15.91	15.91	16.39
3.	16.47	16.47	16.96
4.	16.81	16.81	17.31
5.	17.46	17.46	17.98
6.	18.00	18.00	18.54
7.	18.30	18.30	18.85
8.	18.60	18.60	19.16
9.	18.90	18.90	19.47

SALARY SCHEDULE

Senior Custodian / Utility Crew / Stockroom

Step	08-09	09-10	10-11	
1.	14.65	14.65	15.09	
2.	15.21	15.21	15.67	
3.	15.73	15.73	16.20	
4.	16.29	16.29	16.78	
5.	16.78	16.78	17.28	
6.	17.31	17.31	17.83	
7.	17.61	17.61	18.14	
8.	17.91	17.91	18.45	
9.	18.21	18.21	18.76	

SALARY SCHEDULE

Custodian

Step	08-09	09-10	10-11	
1.	13.82	13.82	14.23	
2.	14.39	14.39	14.82	
3.	14.92	14.92	15.37	
4.	15.40	15.40	15.86	
5.	15.98	15.98	16.46	
6.	16.50	16.50	16.99	
7.	16.80	16.80	17.30	
8.	17.10	17.10	17.61	
9.	17.40	17.40	17.92	

SALARY SCHEDULE

4 Hour Part Time Custodian

Step	08-09	09-10	10-11	
1.	10.66	10.66	10.98	
2.	11.39	11.39	11.73	

SALARY SCHEDULE

5 Hour Part Time Custodian

Step	08-09	09-10	10-11	
1.	10.66	10.66	10.98	
2.	11.39	11.39	11.73	

Resolution encouraging the Administration to grant a three day grace period for payment of taxes.

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

Under Discussion:

Chair stated that after doing some research, he found that there is a grace period, but there is nothing in the Code. City Clerk indicated that there was a misunderstanding with the five day grace period, and there is an Ordinance on the books, Section 3.12.010. It has always referred to as a policy which led to the confusion.

Mr. Strom stated that that Ordinance has been in place since 1982, further amended July 15, 1997. In addition to that, if a taxpayer still can't make payment within that grace period, they can meet with the City Treasurer to make arrangements and they would not be charged interest.

Chair, as sponsor, asked that this Resolution be withdrawn.

Resolution in support of General Assembly approval of bonding authority to purchase new school buses.

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

Under Discussion:

Councilman Donahue asked what the Administration's perspective is on this issue. Mr. Strom stated that he did some research in the past for School Committee Member Steven Bloom, who serves on the Transportation Sub-Committee and what he found was it will not make sense to go out to bond on this. The most we could go out for is five years through lease purchase and we could not go out to bond on this. His question is who would be paying for this. His suggestion is to continue the conversation through the Sub-Committee.

Chair stated that the intention of this Resolution was for more up to date buses, for approximately a third of the fleet, not the entire fleet.

Council President Lupino stated that in speaking with Joel Zisseron, School Transportation Director, there is not a bus on the road today that is not safe. Council President Lupino also stated that he feels lease purchases is the most effective way to go.

Chair asked for motion to continue this Resolution and revise it in a way Mr. Strom and School Committee Member Bloom would support.

On motion by Councilman Favicchio, seconded by Councilman Archetto, it was voted to continue this Resolution. Motion passed unanimously.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
ENCOURAGING THE ADMINISTRATION TO GRANT A THREE DAY
GRACE PRIOD FOR PAYMENT OF TAXES

Passed:

Anthony J. Lupino, Council President

Resolved that,

WHEREAS, the residents of the City of Cranston and residents of all other Cities and Towns in Rhode Island have experienced severe financial setbacks due to the poor economy.

WHEREAS, many elderly and infirm Cranston residents have been hit particularly hard by the downturn in the economy.

WHEREAS, many residents of the City make a sincere and concerted effort to pay their taxes on time, but may need several extra days to pay due to financial hardships.

WHEREAS, the City of Cranston should not penalize residents who make a sincere and concerted effort to pay their taxes.

NOW THEREFORE, BE IT RESOLVED, that the Cranston City Council hereby requests that the administration of the City of Cranston allow a three (3) day grace period for those paying their taxes, without penalties or late fees assessed.

Sponsored by: Councilman Archetto

Referred to Finance Committee April 12, 2012

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
IN SUPPORT OF GENERAL ASSEMBLY APPROVAL OF BONDING
AUTHORITY TO PURCHASE NEW SCHOOL BUSES

Passed:

Anthony J. Lupino, Council President

Resolved that,

WHEREAS, the City of Cranston, as most other cities and towns around the State of Rhode Island and around the United States, has experience severe financial constrain over the past fiscal year.

WHEREAS, the fleet of school buses transporting our youths to the Cranston Public Schools is old, in disrepair and in some cases, unsafe.

WHEREAS, there has been public support for new fleet of public school buses.

WHEREAS, a new fleet of school buses would be safer for children, get better gas mileage saving the City of Cranston money in fuel costs, and be more environmentally friendly than the current school buses.

WHEREAS, the City of Cranston lacks the capital to purchase a fleet a new school buses.

NOW THEREFORE, BE IT RESOLVED, that the Cranston City Council hereby requests that the General Assembly pass and enact a law or laws granting the City of Cranston authority to issue not more than \$2,000,000 in bonds and notes to finance the purchase of a new fleet of state of the art school buses to safely transport our children to school.

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
Co-Sponsored by: Councilwoman Bucci

Referred to Finance Committee April 12, 2012

Sewer bill settlement of Bellini Corporation.

On motion by Council President Lupino, seconded by Councilman Archetto, it was voted to approve this settlement.

Under Discussion:

Council President Lupino stated that since the City does not own the line, he asked who is granting permission to tie into the line. Solicitor Kirshenbaum stated that there were some lines that were approved prior to his taking over. Once the City became aware of this, the City stopped all connections into that line that had already been approved. There have been no more connections since.

Council President Lupino stated that at some future time, he would like a legal opinion on who owns the line where Twin Pines Development is. Solicitor Kirshenbaum stated that the City will hold that line shortly.

Council President Lupino questioned if a vote is needed regarding this settlement. Solicitor Kirshenbaum stated, no, it is just on the agenda for the Council's information.

Building permit fees – review of fines. Councilman Archetto (Cont. 3/15/2012) (Cont.)

On motion by Councilman Stycos, seconded by Councilman Donahue, it was voted to go into Executive Session pursuant to RIGL 42-46-5(a)(2) Pending Litigation. Motion passed unanimously.

The meeting went into Executive Session at 8:05 P.M.

Present in Executive Session:

Councilmen Archetto, Donahue, Favicchio, Stycos and Council President Lupino; Gerald Cordy, Director of Administration; Evan Kirshenbaum, Assistant Solicitor; Robert Strom, Director of Finance.

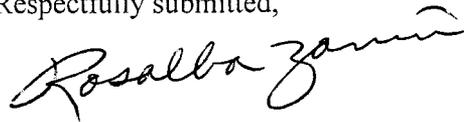
The meeting came out of Executive Session at 8:20 P.M.

On motion by Councilman Stycos, seconded by Councilman Archetto, it was voted to come out of Executive Session. Motion passed unanimously.

On motion by Councilman Stycos, seconded by Councilman Archetto, it was voted to seal the minutes of Executive Session. Motion passed unanimously.

The meeting adjourned at 8:21 P.M.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rosalba Zanni". The signature is written in black ink and is positioned above the printed name and title.

Rosalba Zanni
Assistant City Clerk/Clerk of Committees