

(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).

REGULAR MEETING – CITY COUNCIL

-NOVEMBER 24, 2014-

Regular meeting of the City Council was held on Monday, November 24, 2014 in the Council Chambers, City Hall, Cranston, Rhode Island.

The meeting was called to order at 7:05 P.M. by the Council President.

Roll call showed the following members present: Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

Also Present: Gerald Cordy, Director of Administration; Jeffrey Barone, Director of Constituent and Government Affairs; Evan Kirshenbaum, Assistant City Solicitor; Robert Strom, Finance Director; Anthony Moretti, City Council Internal Auditor; Patrick Quinlan, City Council Legal Counsel.

On motion by Councilman Aceto, seconded by Council Majority Leader Archetto, it was voted to dispense with the reading of the minutes of the last meeting and they stand approved as recorded. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

I. PUBLIC ACKNOWLEDGEMENTS AND COMMENDATION

CRANSTON HIGH SCHOOL EAST THUNDERBOLT BAND US BANDS NEW ENGLAND CHAMPIONS AND 8TH PLACE US BANDS NATIONAL GROUP II OPEN

Councilmen Santamaria and Botts presented Citations to the Band members.

II. PUBLIC HEARINGS

(limited to docketed matters including

9-14-06 Ordinance to amend the property tax exemption regarding tangible property valued less than*~~\$10,000.00~~. \$5,000.00 *Amended 11/13/2014.) [\[click to view\]](#)

None.

-NOVEMBER 24, 2014-

III. RESOLUTIONS

None.

IV. REPORT OF COMMITTEES

PUBLIC WORKS COMMITTEE **(Councilman Mario Aceto, Chair)**

FORMATION OF SUB-COMMITTEE TO ADDRESS TRASH AMNESTY PICK UP DATES

Councilman Aceto stated that he spoke to the City Clerk and the meeting for this Sub-Committee will be a public workshop. The first meeting will be December 18th and then possibly two more meetings in January. He asked that any Council members who would like to serve on this Sub-Committee advise him and the Public Works Director and members of the City Council be invited to attend these meetings.

Mr. Barone asked that the Clean City Coordinator be also allowed to attend these meetings. Councilman Aceto stated, absolutely.

SAFETY SERVICES & LICENSES COMMITTEE **(Councilman Richard D. Santamaria, Jr., Chair)**

10-14-01 ORDINANCE IN AMENDMENT OF TITLE 5.12 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ALCOHOLIC BEVERAGES LICENSES' (Alcohol Expansion Permit Renewal)

On motion by Councilman Santamaria, seconded by Council Vice-President Farina, it was voted to approve this Ordinance.

Under Discussion:

Councilman Stycos asked how many businesses this Ordinance will affect and what the loss in Revenue to the City would be. City Clerk stated, approximately ten businesses.

Council Vice-President Farina stated that before voting on this Ordinance, he would like to know exactly how many businesses this affects.

Council Minority Leader Favicchio stated that this would be involving businesses that have invested money into building a patio.

City Clerk was asked to research the exact number of businesses this Ordinance would affect.

On motion by Councilman Aceto, seconded by Councilman Santamaria, it was voted to continue this Ordinance until the City Clerk obtains the information on the number of businesses this Ordinance would involve. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

CLASS B VICTUALLING LICENSE – NEW (above the cap requires full council)

EFFENDI MEDITERRANEAN GRILL - # BV 81

760 Atwood Ave.

Effendi Atma appeared to speak. No one appeared to oppose.

On motion by Councilman Santamaria, seconded by Councilman Aceto, it was voted to approve this license application. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

-NOVEMBER 24, 2014-**ZONA LOUNGE - # BV 82**

195 Niantic Ave.

On motion by Councilman Botts, seconded by Council Minority Leader Favicchio, it was voted to approve this license application. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

ORDINANCE COMMITTEE
(Councilman Paul H. Archetto, Chair)

**10-14-02 ORDINANCE IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE
CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR
VEHICLES AND TRAFFIC' (Sharon and Holly 3 Way Stop)**

On motion by Councilman Stycos, seconded by Council Majority Leader Archetto, the above Ordinance was adopted on a vote of 9-0. On motion by Councilman Santamaria, seconded by Councilman Aceto, it was voted to approve this license application. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

**10-14-03 ORDINANCE IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE
CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR
VEHICLES AND TRAFFIC' (Edgewood Ave. and Edge St. 4 Way Stop)**

On motion by Councilman Stycos, seconded by Council Majority Leader Archetto, it was voted to approve the above Ordinance.

Under Discussion:

Councilman Aceto stated that Ordinance 10-14-4 has a Traffic Engineer Report and Ordinances 10-14-2 and 3 do not. He questioned why. Mr. Barone stated that the Traffic Engineer has exercised his right of 90-day Rule for Ordinances 10-14-2 and 3 and Ordinance 10-14-4 has a negative endorsement.

Roll call was taken on motion to approve the above Ordinance and motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

**10-14-04 ORDINANCE IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE
CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR
VEHICLES AND TRAFFIC' (Wine St. – One Way Traffic between 2:00 –
3:00 pm Monday – Friday).**

On motion by Councilwoman Lee, seconded by Council Majority Leader Archetto, the above Ordinance was adopted on a vote of 9-0. On motion by Councilman Santamaria, seconded by Councilman Aceto, it was voted to approve this license application. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

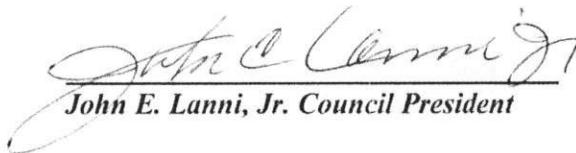
10-14-02

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY
OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"
(Sharon and Holly 3 way stop)

No. 2014-27

Passed:
November 24, 2014


John E. Lanni, Jr. Council President

Approved:
December 5, 2014 pursuant to Sect. 3.14 of the City Charter
Allan W. Fung, Mayor

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

Section 1. Chapter 10.32, Section .020 entitled " Stop Intersections Enumerated" is hereby amended by deleting the following:

10.32.020 - Stop intersections—Enumerated.

The following intersections are declared stop intersections for the purpose of this chapter:

[Sharon Street (westbound), at its intersection with Holly Street.]

Section 2. Chapter 10.32, Section .030 entitled Multi-way stop intersections— Enumerated" is hereby amended by adding the following:

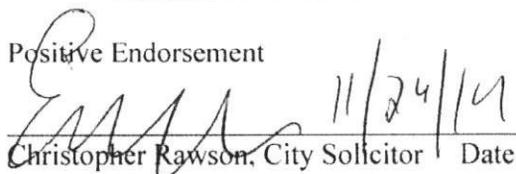
10.32.030 - Multi-way stop intersections—Enumerated.

Sharon Street, at its intersection with Holly Street, 3 way stop

Section 3. This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)


Christopher Rawson, City Solicitor | Date

Christopher Rawson, City Solicitor | Date

Sponsored by: Councilman Stycos

Referred to Ordinance Committee November 13, 2014

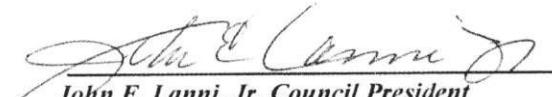
10-14-3

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY
OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"
(Edgewood and Edge 4 Way Stop)

No. 2014-28

Passed:
November 24, 2014


John E. Lanni, Jr. Council President

Approved:
December 5, 2014 pursuant to Sect. 3.14 of the City Charter
Allan W. Fung, Mayor

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

Section 1. Chapter 10.32, Section .020 entitled " Stop Intersections Enumerated" is hereby amended by deleting the following:

10.32.020 - Stop intersections—Enumerated.

The following intersections are declared stop intersections for the purpose of this chapter:

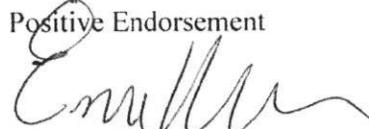
[Edgewood Avenue, at its intersection with Edge Street.]

Section 2. Chapter 10.32, Section .030 entitled Multi-way stop intersections— Enumerated" is hereby amended by adding the following:

10.32.030 - Multi-way stop intersections—Enumerated.

Edgewood Avenue, at its intersection with Edge Street, 4 way stop

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

Positive Endorsement	Negative Endorsement (attach reasons)
 11/24/14	
Christopher Rawson, City Solicitor Date	Christopher Rawson, City Solicitor Date

Sponsored by: Councilman Stycos

Referred to Ordinance Committee November 13, 2014

10-14-04

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC" (Wine Street – One way traffic between 2:00 – 3:00 pm Mon - Fri)

*Correction of scrivener's error No. 2014-29

Passed:

November 24, 2014


John E. Lanni, Jr. Council President

Approved:

December 5, 2014 pursuant to Sect. 3.14 of the City Charter
Allan W. Fung, Mayor

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

Section 1. Chapter 10.12, Section .270 entitled "One-way traffic on certain streets between certain hours" is hereby amended by adding the following:

10.12.270 One-way traffic on certain streets between certain hours

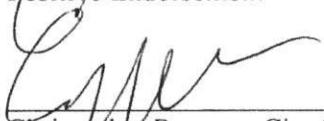
E. On days when [~~the Meshanticut School and~~] Cranston High School West [~~are~~] is in session, traffic shall move in the following specified directions upon the following streets:

1. Between the hours of 8:00 a.m. and 9:30 a.m.: Lake View Road, easterly
2. Between the hours of 2:00 p.m. and 3:30 p.m.: Lake View Road, westerly
3. Between the hours of 8:00 a.m. and 9:30 a.m.: Lake View Road, northerly
4. Between the hours of 2:00 p.m. and 3:30 p.m.: Lake View Road, northerly
5. Between the hours of 2:00 p.m. and 3:00 p.m.: Wine Street, *southerly northerly

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

Positive Endorsement

Negative Endorsement (attach reasons)


Christopher Rawson, City Solicitor Date 11/24/14

Christopher Rawson, City Solicitor Date

Sponsored by: Council President Lanni

Referred to Ordinance Committee November 13, 2014

Allan W. Fung
Mayor



Kenneth R. Mason, P.E.
Director of Public Works

Bureau of Traffic Safety

STAFF REPORT

Date: 11/19/14
To: City Council
From: Stephen Mulcahy, Traffic Engineer (Acting)
Ordinance Proposal No: 10-14-04
Date referred to staff: 11/10/14
CC: Wall; Zanni; Cordy; Lopez; Barone; Giarrusso

Subject: **Section 1.** Chapter 10.12, Section .270 entitled "One-way traffic on certain streets between certain hours" is hereby amended by adding the following:

E. On days when [~~the Meshanticut School and~~] Cranston High School West [~~are~~] is in session, traffic shall move in the following specified direction upon the following streets:

5. Between the hours of 2:00 p.m. and 3:00 p.m.: Wine Street, northerly

Section 2. This ordinance shall take effect upon its final adoption.

BACKGROUND

Procedure: Pursuant to Section 9.06 of the City of Cranston Charter, the Bureau of Traffic Safety shall issue a report prior to the adoption of any rule, regulation, or order relating to traffic. Such reports may include in-house and/or field investigations to compile data relative to crash/accident incidence; roadway geometry; sight line distance; current codified ordinance; and other traffic control standards as defined in the *Manual on Uniform Traffic Control Devices*, 2009 edition, approved by the Federal Highway Administration.

Existing Condition:

- Wine St.: two-way low volume residential (25MPH) roadway; total ROW width of 40' including a 24' paved roadway, mostly curbed with grass sidewalks. There is a STOP control on Wine St at its intersection with Plymouth St. Signage onsite is undersized to comply with current FHWA standards.
- All connecting and intersecting roadways throughout this residential network are of the same width and character as Wine St. with the exception of Highland St. which has a ROW width of 50' including a 30' paved roadway.

Staff Analysis:

- No reason was provided to this office in support of this ordinance proposal. Therefore, we are left to assume that, as with most one-way requests, complaints of excessive speed and/or cut-through traffic are the issue. In this case, vehicle traffic generated during the dismissal of Cranston High School West. Frequently, the perception of the condition does not equate to the data, therefore, it remains the responsibility of this office to discern between the two.
- Crash data compiled from Cranston Police for the period 1/1/11 – 10/1/14 reveals two minor crashes on Curtis St; neither of which would have been correctable by implementation of this ordinance proposal.
- No pedestrian accidents reported during the same time period within the subject segment.
- The roadway is of adequate width to accommodate two-way traffic flow with no safety issues relative to roadway geometry or emergency service access.
- A more even distribution of traffic during peak hour is best facilitated by allowing southerly flow on Wine St., thus reducing congestion on Curtis St. during the brief school dismissal period.
- Residents are inconvenienced by restricted access to their homes.
- Restricting southerly flow during this peak hour, would most likely result in increased traffic congestion along Curtis St. and diverted traffic to Plymouth, Fales, Holgate, Lodge, and Abbott streets. Attempts to reduce through traffic on one residential roadway generally results in simply diverting the traffic issue to other nearby residential roadways, not resolving the problem.
- Enforcement of this restriction would further strain police resources and be especially difficult to enforce at the intersection of Plymouth St. and Wine St.
- A field investigation conducted by this office on Tuesday, November 18, 2014, from 1:50PM to 2:30PM, typical school day, sunny weather with dry road condition, revealed fifty (50) vehicles entered SB onto Wine St. from Curtis St and three (3) vehicles entered SB onto Wine St. from Plymouth St. between 2PM and 2:18PM; zero (0) vehicles entered onto SB Wine St. between 2:18PM and 2:30PM. Of all vehicles entering onto Wine St, only one (1) was observed traveling in excess of the statutory 25MPH speed limit. All but one vehicle complied with the STOP control on Wine St. at Plymouth St.

FISCAL IMPACT

Funds for material and perpetual maintenance of these devices shall be expended from the Division of Highway Maintenance operating budget under line item 101-1302-54103, Traffic Sign Materials.

RECOMMENDATION

In the absence of any compelling reason or supporting data to restrict access on Wine St., and for all others reasons provided in the above analysis, sound engineering judgment guides staff to **NOT recommend approval** of this ordinance.

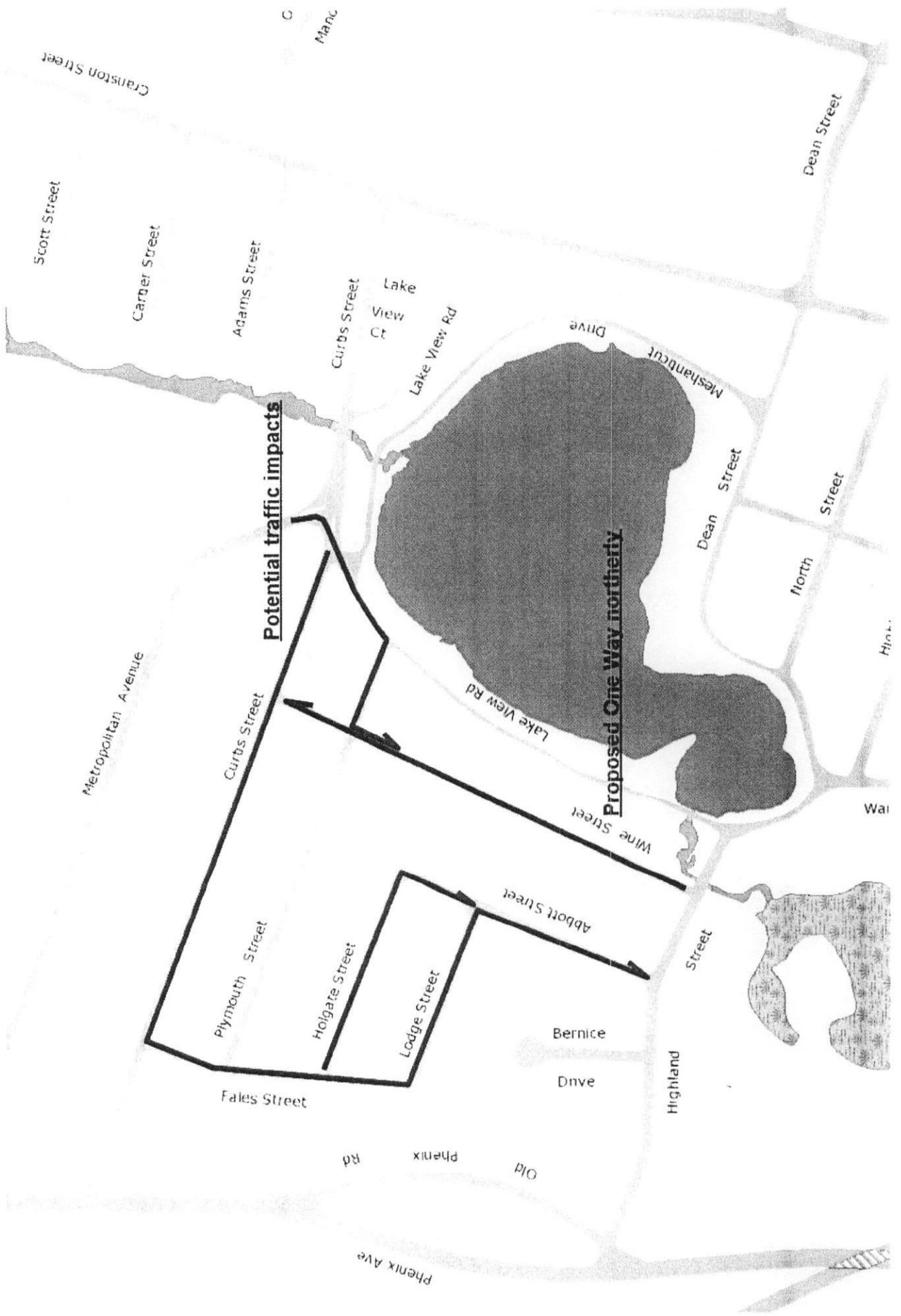
ATTACHMENTS

See annotated map.

Authorized Signature:



Date: 11/19/14



FINANCE COMMITTEE
(Councilman Steven A. Stycos, Chair)

RESOLUTION AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS

On motion by Council Vice-President Farina, seconded by Councilman Botts, the above Resolution was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

TAX INTEREST WAIVER APPROVALS [\[click to view\]](#)

On motion by Council Vice-President Farina, seconded by Councilman Aceto, it was voted to approve the above list of Tax Interest Waiver Approvals. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

9-14-06 ORDINANCE TO AMEND THE PROPERTY TAX EXEMPTION REGARDING TANGIBLE PROPERTY VALUED LESS THAN \$5,000

On motion by Council Vice-President Farina, seconded by Councilman Botts, the above Ordinance was adopted on a vote of 9-0. On motion by Councilman Santamaria, seconded by Councilman Aceto, it was voted to approve this license application. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

10-14-06 ORDINANCE RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING AGREEMENT WITH THE RI LABORERS' DISTRICT COUNCIL, LOCAL 1322 BUS DRIVERS/MECHANICS UNIT (Bus Drivers/Mechanics 2014-2017).

On motion by Councilman Aceto, seconded by Council Majority Leader Archetto, the above Ordinance was adopted on a vote of 9-0. On motion by Councilman Santamaria, seconded by Councilman Aceto, it was voted to approve this license application. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

10-14-07 ORDINANCE RATIFYING THE SCHOOL COMMITTEE'S COLLECTIVE BARGAINING AGREEMENT WITH THE RI LABOBERS' DISTRICT COUNCIL, LOCAL 1322 TRADESPEOPLE UNIT (Tradespeople 2014-2017).

On motion by Council Vice-President Farina, seconded by Council Majority Leader Archetto, the above Ordinance was adopted on a vote of 9-0. On motion by Councilman Santamaria, seconded by Councilman Aceto, it was voted to approve this license application. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

Councilman Stycos stated that the Mayor has requested the Council's approval of his Advice and Consent of the two Captains to be appointed as Majors. He also stated that he has requested, on behalf of the Finance Committee, to have an Executive Session to review the files of these two individuals. That request was rejected by Mr. Cordy because under State Law, the Council does not have access to those personnel files. He asked for legal opinion from Mr. Quinlan. Mr. Quinlan stated that he is not aware of a specific prohibition denying those files. He also stated that the City Council is required, by Charter, to evaluate the character of the person for those positions. Without the opportunity to review these files would make it nearly impossible to conduct a fair and equitable determination if these two individuals are qualified. He feels this request is reasonable. If there are matters that the Administration feels should be handled in a different manner, that has to be raised and the Council can determine if discussing this can be discussed in Executive Session or not. He also stated that another reason this Executive Session is needed, is due to the fact that there are lawsuits pending in Court from one of the individuals. Mr. Cordy stated that he has offered bios of the two individuals, which does not include confidential privacy-protected information. He suggested that the Council attorney speak with the City Solicitor and see if they can come to an understanding on the laws. He is taking the Solicitor's opinion. Mr. Quinlan stated that he will contact the City Solicitor tomorrow to discuss this.

Councilman Santamaria asked when the City Council is expected to receive the report conducted by the State Police. Mr. Cordy stated that during the Advice and Consent of the Police Colonel, Council President Lanni announced that the Colonel of the State Police provided one. He indicated that he has not received anything.

Council President Lanni stated that he was told by the State Police Colonel that the report belonged to the Administration and the Administration would provide it to the Council. If one was not provided, a report could be given in Executive Session.

Council Vice-President Farina stated that he would be interested in the bio. That may help in his decision. He does not need to see the Personnel records. Mr. Cordy stated that he can provide this at the Executive Session meeting.

Council Minority Leader Favicchio stated that Colonel O'Donnell of the State Police, stated at one of the meetings that the report would take 6-8 weeks. He did state that it would be given to the Mayor first. He stated that it would be ready sometime in December.

Council Majority Leader Archetto stated that this Council should not be confirming the number 2 and 3 positions at the Police Department until we receive the report and the questions are answered.

10-14-01 ORDINANCE IN AMENDMENT OF TITLE 5.12 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ALCOHOLIC BEVERAGES LICENSES' (Alcohol Expansion Permit Renewal) (Cont.)

City Clerk indicated that there are nine businesses in the City with permanent expansions at a loss in Revenue of approximately \$2,200.

Roll call was taken on motion to approve the above Ordinance and motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

CLAIMS COMMITTEE
(Councilwoman Sarah Kales Lee, Chair)

REPORT OF SETTLED CLAIMS (Informational purposes only): Thomas J. Izzo \$1,000.00 property damage; William Lonardo \$146.43 vehicle damage; MetLife Auto & Home for Albert Ucci \$1,022.49 vehicle damage; Robert Hymers \$268.24 vehicle damage; Patricia Romano \$1,459.80 vehicle damage; Jarrod Nedvidek \$146.92 vehicle damage

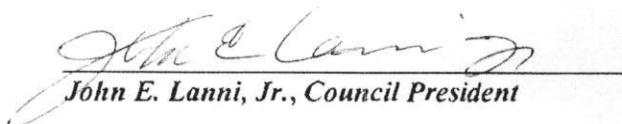
No action needed.

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS AS RECOMMENDED
BY CITY ASSESSOR

No. 2014-38

Passed:
November 24, 2014


John E. Lanni, Jr., Council President

Resolved, That

The request of the City Assessor for the following abatements for manifest errors and reasons therein stated be granted and that a certified copy of this Resolution be for the respective amounts a sufficient voucher for the City Treasurer.

(See attached list of Abatements)

ALLAN FUNG
MAYOR



DIVISION OF ASSESSMENT
869 PARK AVE
CRANSTON, RI 02910

SALVATORE SACCOCCIO JR.
CITY ASSESSOR

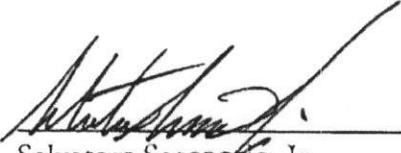
DAVID COLE
DEPUTY ASSESSOR

MEMO

DATE: November 5, 2014
TO: His Honor the Mayor and the Honorable City Council
FROM: City Assessor
RE: Motor Vehicle Abatements

The following assessments are recommended for abatement in the amounts and for the reasons hereinafter set forth:

<u>Assessment Date</u>	<u>Value</u>	<u>Tax</u>
December 31, 2009	3,677	156.05
December 31, 2010	5,028	213.39
December 31, 2011	1,362	57.80
December 31, 2012	8,116	344.44
December 31, 2013	<u>199,898</u>	<u>8,483.67</u>
Totals:	218,081	9,255.35



Salvatore Saccoccio, Jr.
City Assessor

*** MECRIABT_CR.REP *** Printed 11042014 at 12:56:11 by KARBUR

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City of Cranston
2010 Motor Vehicle
Abatement List

1	34025040	0000043878		00000000	0000000000	00000000	0000000000
	Vehicle 2002	AUDI	NR 415	Vehicle 0000	ID	Vehicle 0000	ID
	ID WAULC68E02A171414			ID			
	DIPRETE DANIEL T						
	35 ALDRICH AVE						
	Cranston RI 02920						
	Original :	Value	Tax	Original :	Value	Tax	Original :
	STOLEN/SOLD/JUNK/TDT	6,897	271.49	Adjusted Tax:			Adjusted Tax:
	Adjusted Tax:		156.05				
			115.44				

For Tax Year: 2010

Original	:	Value	Tax	
Adjusted Tax	:	6897	271.49	Accounts
			156.05	on 1
			115.44	

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City of Cranston
2011 Motor Vehicle
Abatement List

1	34024900	0000043280		00000000	0000000000	00000000	0000000000
	Vehicle 2002	AUDI	NR 415	Vehicle 0000	ID	Vehicle 0000	ID
	ID WAULC68E02A171414			ID		ID	
	DIPRETE DANIEL T						
	35 ALDRICH AVE						
	Cranston RI 02920						

Original :	Value	Tax	Original :	Value	Tax	Original :	Value	Tax
STOLEN/SOLD/JUNK/TOT	5,528	213.39						
Adjusted Tax:		213.39	Adjusted Tax:			Adjusted Tax:		

For Tax Year: 2011

Original :	Value	Tax	
Adjusted Tax :	5528	213.39	213.39 on 1 Accounts

*** MECRIABT_CR.REP *** Printed 11042014 at 12:55:10 by KARBUR

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City of Cranston
2012 Motor Vehicle
Abatement List

1	34024680	0000043210		00000000	0000000000	00000000	0000000000
	Vehicle 2002	AUDI	NR 415	Vehicle 0000	ID	Vehicle 0000	ID
	ID WAULC68E02A171414			ID			
	DIPRETE DANIEL T						
	35 ALDRICH AVE						
	Cranston RI 02920						

Original :	Value	Tax	Original :	Value	Tax	Original :	Value	Tax
STOLEN/SOLD/JUNK/TOT	1,525	57.80						
Adjusted Tax:		57.80	Adjusted Tax:			Adjusted Tax:		

For Tax Year: 2012

Original :	Value	Tax	
	1525	57.80	
Adjusted Tax :		57.80 on 1	Accounts

*** MECRIABT_CR.REP *** Printed 11042014 at 12:54:56 by KARBUR

Page 1

City of Cranston
2013 Motor Vehicle
Abatement List

1	41006930	0000077726		2	46023510	0000116846		00000000	0000000000
	Vehicle 2007	SPRI	078269		Vehicle 2007	TOYT	053560	Vehicle 0000	ID
	ID 4YDT2912871531718				ID 4T1BE46K57U105903				
	KING KENNETH R				PIRES SHAWN C				
	12 BEV CIRCLE				17 WESTERN PROMENAOE				
	Cranston RI 02920				Cranston RI 02905				
	Original :	Value	Tax	Original :	Value	Tax	Original :	Value	Tax
	OUT OF STATE REG	226	143.40	OUT OF COMMUNITY	8271	335.19	Adjusted Tax:		
	Adjusted Tax:		134.15	Adjusted Tax:		335.18			

For Tax Year: 2013

Original	:	Value	Tax	
		8497	478.59	
Adjusted Tax	:		344.44	on 2 Accounts
			134.15	

City of Cranston
2014 Motor Vehicle
Abatement List

Line	Vehicle ID	Year	Make	Model	Owner	Address	City	State	Zip	Value	Tax	Adjusted Tax
1	32008370	2002	NISS	Vehicle 2002	BEAVER KATHLEEN M	89 BARTLETT AVE	CRANSTON	RI	02905	783158	78.02	5.98
2	32010860	2001	BUTC	Vehicle 2001	BENSTED CHARLENE L	24 ORCHARD ST	CRANSTON	RI	02910	1591	46.30	46.30
3	32030310	2008	GMC	Vehicle 2008	BUSH RICHARD E	40 HOWARD AVE	CRANSTON	RI	02920	9281	444.05	444.05
4	33006490	1997	NISS	Vehicle 1997	CAPEZZA ANNE M	69 B ST	CRANSTON	RI	02920	756377	13.79	.26
5	33022830	2013	LAND	Vehicle 2013	CHHITH CHANTHA	20 GAIL AVE	CRANSTON	RI	02905	430017	4018.26	1104.52
6	37018740	2001	STRN	Vehicle 2001	GRANT EDGAR W	34 INGLESIDE AVE	CRANSTON	RI	02905	1484	41.76	41.76
7	41009410	2013	DODG	Vehicle 2013	KOSINSKI JOHN H	4 WEST RUSSE ST	CRANSTON	RI	02910	37,475	4,838.59	2,137.68
8	43042340	2011	VH	Vehicle 2011	MORRISON KRYSTAL L	24 GARDEN CITY DRIVE	CRANSTON	RI	02920	9524	389.60	225.38
9	46004330	2005	JAGU	Vehicle 2005	PANARELLO EMILIO R	1414 PARK AVE	CRANSTON	RI	02910	9280	266.52	245.30
10	46013190	2012	FRHT	Vehicle 2012	PENSKE LEASING AND RENTAL COM	65 AMFLEX DR	CRANSTON	RI	02921	48,404	36,644.53	34,603.42
11	49004710	2005	DODG	Vehicle 2005	SANITA CAROLYN J	283 GREENWOOD ST	CRANSTON	RI	02910	3337	124.01	99.20

*** MECRIABT_CR.REP *** Printed 11042014 at 12:54:36 by KARBUR

Page 2

City of Cranston
2014 Motor Vehicle
Abatement List

For Tax Year: 2014

	Value	Tax	
Original	: 217612	46905.41	
		8483.87	on 11 Accounts
Adjusted Tax	:	38421.74	

Nov-14 Waiver of Interest Applications

Page 1

Recommend To Approve:

<u>NAME</u>	<u>ADDRESS</u>	<u>TAX AMT</u>	<u>INTEREST</u>	<u>REASON</u>
Bergeron, Kathleen	52 Elm Dr	\$454.46	\$54.53	lostcheck
Cambio, Raymond	226 Macklin St	237.59	28.55	illness
Cote, Joseph	583 Laurel Hill Ave	1,100.03	\$132.64	illness
Darezzo, Marco	633 Laurel Hill Ave	673.63	\$80.29	lostcheck
Morse, Sylvia	81 Armington St	1,208.52	\$72.51	death
Strojny, Michael	82 Roslyn Ave	218.86	\$16.11	lostcheck

Recommend to Deny

9-14-06

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
AN ORDINANCE TO AMEND THE PROPERTY TAX EXEMPTION REGARDING
TANGIBLE PROPERTY VALUED LESS THAN ~~\$10,000.00~~ \$5,000.00

*Amended in Committee 11/13/2014

No. 2014-30

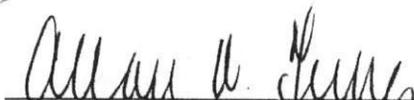
Passed:

November 24, 2014


John E. Lanni, Jr., Council President

Approved:

November 26, 2014


Allan W. Fung, Mayor

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

Section 1: An ordinance to amend Title 3 Chapter 3.16 of the Code of the City of Cranston entitled Property Tax Exemption, Tangible Property less than * ~~\$10,000.00~~ *\$5,000.00 in value, and

Section 2: Whereas the Small Business owners in Cranston are burdened with not only paying taxes on computers, telephones, furniture and other equipment, but also filing reports on the value of said tangible property on an annual basis; and

Section 3: Whereas the City of Cranston seeks to promote and invite other small businesses to move into Cranston thereby creating jobs and other business activity; and

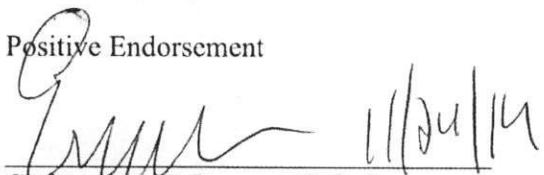
Section 4: Whereas the costs associated with assessing tangible personal property and collecting taxes thereon is not cost effective and is a burden on the Tax Assessor's office and ultimately City resources in general:

Now therefore, be it resolved that the City Council of the City of Cranston hereby creates a Tax Exemption for Tangible Business property having a value less than *~~\$10,000~~ *\$5,000.00. ***Finance Director to report back on the effects by January 1, 2016**

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

Positive Endorsement

Negative Endorsement (attach reasons)


Christopher M. Rawson, Solicitor

Christopher M. Rawson, Solicitor

Sponsored by: Councilmen Favicchio, Botts and Aceto

Refer to Finance Committee October 16, 2014

Fiscal note attached:

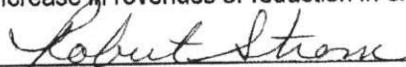
U/Ordinances/TaxExemption2014

9-14-06

0 Fiscal Note

.1
.2 Per Sal Saccoccio, Tax Assessor, there are currently 794 accounts valued under \$ 5,000 for Tangible Property. The total
.3 tax would be reduced by \$ 69,261.51 representing a reduction .00039 in tax collection.

.4
.5 Increase in revenues or reduction in expenditures would be needed to make up for this shortfall.

.6 
.7 _____
.8 Robert Strom, Director of Finance

Submitted Nov. 13, 2014

10-14-06

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THE CITY OF CRANSTON

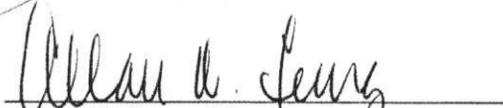
ORDINANCE OF THE CITY COUNCIL
RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING
AGREEMENT WITH THE RI LABORERS' DISTRICT COUNCIL, LOCAL 1322
BUS DRIVERS/MECHANICS UNIT
(BUS DRIVERS/MECHANICS 2014 - 2017)

No. 2014-31

Passed:
November 24, 2014


John E. Lanni, Jr., Council President

Approved:
November 26, 2014


Allan W. Fung, Mayor

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

Section 1. The Cranston School Committee having bargained collectively with the R.I. Laborers' District Council, Local Union 1322, which is the certified bargaining representative of **Bus Drivers/Mechanics Unit** of the Laborers' International Union of North America, AFL-CIO as set forth in the attached contract and Addendum;

Section 2. The School Committee in accordance with Section 11.02.1 of the Cranston Home Rule Charter posted and made public on October 17, 2014 @ 4 p.m., a copy of the proposed contract at least 72 hours notice prior to the public hearing on October 20, 2014 at 7 p.m. at which time the School Committee voted to approve the attached agreement.

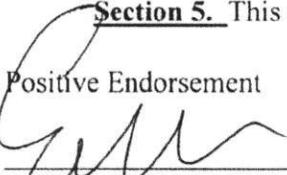
Section 3. That the agreement in writing between the School Committee and the R.I. Laborers' District Council, Local Union 1322, copy of which is attached hereto and made a part here of, is hereby ratified, confirmed and approved by the City Council.

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

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

Positive Endorsement

Negative Endorsement (attach reasons)

 11/27/14
Christopher M. Rawson, Solicitor Date Christopher M. Rawson, Solicitor Date

Introduced pursuant to: Charter Sec. 11.02.1

Referred to Finance Committee November 13, 2014

**CRANSTON PUBLIC SCHOOLS
COLLECTIVE BARGAINING
FISCAL IMPACT STATEMENT
BUS DRIVERS & MECHANICS
2014 - 2017**

CATEGORY		(ANNUAL INCREMENTAL BUDGET CHANGES FROM		
		2014-2015	2015-2016	2016-2017
SALARY INCREASE	(A)	109,879	35,462	TBD
LONGEVITY	(B)	(28,300)	(28,300)	(28,300)
RE-INSTATEMENT OF TWO HOLIDAYS		16,545	17,017	17,017
FICA TAX		6,084	1,499	(700)
MEDICARE TAX		1,423	351	(160)
NON-CERTIFIED PENSION	(C)	11,049	2,723	(1,270)
PLAN DESIGN CHANGES				
DEDUCTIBLE SAVINGS	(D)	N/A	(14,900)	(14,900)
EMPLOYEE REIMBURSEMENT	(D)	N/A	7,450	7,450
NET COST (SAVINGS)		<u>116,679</u>	<u>21,301</u>	<u>(20,860)</u>

The above excludes the cost of a raise, if awarded, in FYE 2017.

ASSUMPTIONS

(A) SALARY

2014-2015 - \$1.10
2015-2016 - 2.00%
2016-2017 - RE-OPENER

(B) LONGEVITY

ELIMINATION OF LONGEVITY

(C) NON-CERTIFIED PENSION

2014-2015 - 11.26%
2015-2016 - 11.26%
2016-2017 - 11.26%

(D) PLAN DESIGN

DEDUCTIBLE PLAN
 *\$250 INDIVIDUAL
 *\$500 FAMILY

NOTE: DISTRICT WILL REIMBURSE 50% BACK TO THE EMPLOYEE - MAXIMUM \$250/FAMILY PLAN & \$125/INDIVIDUAL PLAN.

TBD - TO BE DETERMINED

AGREEMENT
between
CRANSTON SCHOOL COMMITTEE
and the
RHODE ISLAND LABORERS' DISTRICT COUNCIL
on behalf of
LOCAL UNION 1322
BUS DRIVERS/MECHANICS UNIT
of the
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
AFL-CIO
EFFECTIVE: July 1, 2014 through June 30, 2017

SCHOOL COMMITTEE – CRANSTON PUBLIC SCHOOLS

Andrea Iannazzi, Chairperson

Trent Colford

Stephanie Culhane

Jeff Gale

Paula McFarland, Clerk

Janice Ruggieri

Michael A. Traficante

NEGOTIATION COMMITTEE

Judith Lundsten, Superintendent

Jeannine Nota-Masse, Assistant Superintendent

Raymond L. Votto, Jr., Chief Operating Officer

Joseph Balducci, Chief Financial Officer

Joel Zisseron, Director of Transportation

RHODE ISLAND LABORERS' DISTRICT COUNCIL
LOCAL UNION 1322

Arthur J. Jordan, Business Manager\Secretary-Treasurer

Kathleen Albertson

Darlene Griffin

Steve Hogan

Lynn Page

Edward Ferry

AGREEMENT

PREAMBLE

This agreement by the Cranston School Committee, hereinafter referred to as the "SCHOOL COMMITTEE" or "COMMITTEE" and the Rhode Island Laborers' District Council on behalf of Local Union 1322 of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "UNION", located at 410 South Main Street, Providence, RI 02903, has as its purpose the promotion of harmonious relationship between the School Committee and the Union.

PRINCIPLES

- A. This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and Employees, to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.
- B. The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations at all levels of responsibility and

those proper attitudes must be based on full understanding of and regard for the respective rights and responsibility of both the Employer and the Employees.

- C. There shall be no discrimination against any Employees by reason of race, color, creed, sex, or Union membership.
- D. All reference to Employees in this Agreement designates both sexes and wherever the male gender is used it shall be construed to include male and female employees.
- E. The Employer and the union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains in the full utilization of an employee's skill and ability without regard to consideration of race, color, creed, sex or national origin.
- F. No Employee covered by this Agreement shall be discharged, demoted, suspended, transferred, or affected in any way because of lawful political beliefs or activities.

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ARTICLE I
RECOGNITION

- A. The Cranston School Committee recognizes LIUNA, Local Union 1322 as the sole and exclusive bargaining representative of all employees in the bargaining unit as defined in case number EE-3633, dated May 15, 2000 by the parties.
- B. The bargaining unit shall consist of all Bus Drivers regularly employed to operate motor vehicles belonging to the Cranston Public Schools for the expressed purpose of transporting Cranston students to and from Cranston Public Schools, as designated by the Cranston School Committee, and special trips.
- C. The bargaining unit shall also include those hourly employees assigned to the transportation department, whose primary duty is to maintain vehicles, but who occasionally are assigned to drive.

ARTICLE II
CLASSIFICATION

- A. Bus Driver
 - 1. Employee available five days each week for minimum of twenty (20) hours based on a five-day week.

-
2. Specific hours to be determined by schedule with notification to the union.
 3. Employee also available for special trips, days, nights, weekends, and summer assignments on a volunteer basis.
 4. A distinction is hereby made between drivers of large buses and drivers of special needs buses (35 or less).

B. Mechanic

1. Employee available five days each week, Monday through Friday for a minimum of forty (40) hours from 7:00 a.m. to 4:00 p.m. Other than in an emergency any change in work schedule requires a one- (1) week notification or overtime will be paid for first 8 hours,
2. Employee to be available for performing various maintenance as required by the transportation coordinator.
3. Bus inspection – when the temperature rises above 90 degrees or descends to less than 20 degrees, or the wind chill factor reaches bitter cold, minus 4 as set forth by the WJAR Channel 10 “weather bug” located at Cranston High School East, the Union shall notify the director or acting director of Transportation as the case may be, to cancel inspections. The decision shall be within the discretion of the director, but he shall not deny such request unless in his reasonable opinion an emergency situation exists, and the work to be performed is directly related to the emergency. The temperature and/or wind chill factor as set forth above shall be determined by

the WJAR Channel 10 weather bug located at Cranston High School East.

- C. For the purpose of "summer work," runs will be given by seniority according to the size bus that is driven during the school year. After assignments of runs have been made, those remaining will be given by overall seniority.
- D. If a mechanic is requested to start his/her workday earlier than scheduled, he/she will not be sent home earlier at the end of his/her workday.
- E. Employee must work 2/3 of school year or more to be eligible for summer work. However, if there are not enough union employees eligible, all remaining union members will be offered work prior to any non-union employees.

ARTICLE III

SELECTION AND APPOINTMENT

- A. The Superintendent or his/her designee shall be responsible for the selection, employment and assignment of all employees covered by this agreement, subject to School Committee approval.

~~All new employees hired as of July 1, 2011 and during the term of this agreement shall be a one year probationary, non-union employee and will have no rights or recourse to dismissal as to the provisions of this agreement. These employees will not receive any benefits that the Bargaining Unit members are entitled to and will not be required to pay Union dues during the probationary period.~~

B. Notice of vacancies and/or new positions shall be posted on the Transportation bulletin board at the Park View Garage, Fletcher Avenue Garage, and Transportation\Plant Operations office for a five (5) workday period including one work Monday. Such notice shall state the schedule and hours. Any person interested in the posted position must apply in writing to the Director within the five (5) work day posting period. The notice shall be dated and shall designate the last day on which applications for the vacancy will be accepted. If an employee is awarded the bid, that employee will be placed in the new assignment within ten (10) workdays.

If the employee cannot take the new assignment within the ten (10) work days, the bid will be awarded to the next senior bidder. In the event there are extenuating circumstances, the Director of Transportation shall notify the Business Manager or designee.

- 1. Postings will include a copy of the run sheet and will show if the run is more than 180 days.**
- 2. Vacancies or new runs shall be posted at Fletcher Avenue Garage, Park View Garage and Briggs within ten (10) days for any members of the bargaining unit to bid on.**
- 3. If a vacancy or a new run is posted during the months of May or June, the Driver will be awarded the run but not moved to the run until September.**
- 4. Mail run shall pay minimum of three (3) hours.**

-
- C. At the time of initial employment, the School Department will supply the new employee with a copy of the current existing working agreement.
- D. Bus drivers shall be permitted to exercise the provisions of paragraph B above no more than twice each school year.
- E. The School Committee agrees to pay for any physical examination required by state law for drivers to secure a school bus driver's license and mechanics if related to their jobs.
- F. The Business Manager of the Union shall be notified of all openings, vacations, vacancies, proposed changes and any and all matters relating to all Union members' duties in the bargaining unit.
- G. Annual increases will be given to employees hired prior to January 1st. An employee hired after January 1st shall remain on the step at the time until the following year.

ARTICLE IV

SECURITY

- A. All employees covered by this agreement, who are members of the Union on the effective date of this agreement, shall remain members of the Union for the life of this Agreement.
- B. The Union agrees to provide the Human Resource Office of the Cranston Public Schools properly executed individual membership cards for each member of the Union as soon as membership is established.

ARTICLE V
PAYROLL DEDUCTIONS

Section 1. During the term of this Agreement, every employee in the bargaining unit who is not a member of the Union shall, as a condition of employment, on and after the effective date of this Agreement, unless otherwise stated herein, pay to the Union a monthly service charge in the amount equivalent to the then current dues uniformly required for members of the Union. The initiation fee can be deducted from the new employee's pay over six (6) pay periods equal to three hundred (\$300) dollars. An authorization must be signed by the employee permitting the school department to make these deductions.

Section 2. The failure of any employee to maintain membership or pay the service charge required of non-members in accordance with the terms of the Agreement shall be considered grounds for dismissal under the provisions of this contract. Upon notification by the Union of such failure on the part of any employee, the Cranston Public Schools Department agrees to discharge such employee, provided however, that nothing contained herein shall be construed so as to place any obligation upon the Cranston Public Schools Department to discharge any employees for failure to maintain membership in the Union if the membership was terminated for reasons other than the failure of the employees to tender the periodic dues and initiation fees uniformly required as a condition of maintaining membership.

Section 3. The Cranston Public Schools shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the weekly dues of the Union or the service charges including the Laborers' National (Industrial) Pension Fund Contribution Surcharge provided in Article XXI. Such deductions shall be made bi-weekly each month for which they are due and shall be forwarded to the Secretary-Treasurer of the Union, together with a check-off list setting forth the names of the employees and the amount of deduction. If any employee has no earnings due for that paycheck, the Union shall be responsible for collecting said dues. The Union will give the Cranston Public Schools thirty (30) days' notice of any change in the amount of uniform dues to be deducted.

Section 4: The Union shall indemnify, defend, and save the Cranston Public Schools harmless against any and all claims, demands, suits or other forms of liability and for all legal costs excluding costs incurred by the Cranston Public Schools that shall arise out of or by reason of action taken or not taken by the Cranston Public Schools in complying with the provisions of this Article. The Union shall further indemnify and hold harmless the Cranston Public Schools for any claims of ERISA violations as a result of payroll deductions.

Section 5: Deductions made under the provisions of this Article will be transmitted at intervals of no greater length than every two (2) weeks to the Secretary-Treasurer, Local 1322 at 410 South Main Street, Providence, RI 02903.

ARTICLE VI

SAVINGS CLAUSE

- A. In the event that any section of any provision of this agreement is or shall at any time be declared contrary to law, all sections of said provisions and all other provisions of this agreement shall be in effect.**

ARTICLE VII

SENIORITY

- A. Seniority shall be defined as total length of regular and continuous employment within the transportation division of the Cranston Public Schools. Seniority shall begin upon appointment of employee by the School Committee. In the case of a tie, date of application will be used. Should the date of application be the same, seniority shall be determined by lottery.**
- B. Seniority shall continue to accrue during any approved leave of absence for a period not to exceed one (1) year and shall be broken when an employee covered by this agreement terminates voluntarily or is terminated under the provisions of Article XIV of this agreement, or fails to return to work on the date specified at the time the leave was granted.**
- C. A seniority list of all employees covered by this agreement shall be provided to the Union and shall be posted by the Committee no more frequently than once a year.**
- 1. By November of each year, the Transportation Office shall mail to each member a seniority list and a total of accrued sick days.**

-
- D. Seniority shall control the order of layoff and recall. A two-week notice of layoff shall be given, except in cases where the bus runs are cancelled. When recalled, an employee must return within two (2) weeks. Failure to return upon recall as stated wherein will result in the voluntary termination of the employee.
- E. When a vacancy and/or new position become available, it shall be filled within rank by the employee with the most seniority. Bus Drivers and Mechanics shall be placed in separate classifications for the purpose of seniority and will enjoy bumping and bidding rights only within their own classification.
- F. Each employee covered by this agreement shall be allowed to examine his/her own personnel file, providing a twenty-four (24) hour notice is given to the Human Resource Office. Confidential and privileged information such as credentials, letters of reference from individuals or former employers, are exempt from review. Confidential and privileged material shall be removed from the file prior to review. The employee may be permitted to reproduce his/her file, other than confidential or privileged material, provided that the individual assumes the cost of reproduction.
- G. There will be a sign up sheet for snow removal for all union members.

ARTICLE VIII
SPECIAL TRIPS

- A. "Special trips" are defined as the following: interscholastic sports and field trips.
- B. Insofar as is practical, drivers will be assigned by seniority according to the size vehicle they normally drive and which is needed for the "special trip." If no driver becomes available by seniority by size vehicle, the Director of Transportation will assign by size vehicle, the least senior driver, and there shall be no options for refusal. A force list shall be established.
- C. Bus drivers shall be compensated for a minimum of two (2) hours when assigned for Special Trips as defined under this Article, except nights, weekends, and holidays at which time Drivers will be compensated for a minimum of four (4) hours. If possible, Drivers shall receive at least five (5) days' notice of said trips. Mechanics shall be paid a minimum of three (3) hours when called back to perform duties after regular working hours. Any Driver "called back" to perform any unscheduled work shall be paid for a minimum of three (3) hours.
- D. When a trip is cancelled, the driver who had been assigned shall, within the same work week, be given the opportunity to be given the trip which had been assigned to the least senior driver, provided the cancellation falls under the following:

1. If a trip is cancelled on Saturday or Sunday, the reschedule shall be for trips Tuesday through Friday.
2. If a trip is cancelled on Monday, the reschedule shall be for trips Wednesday through Friday.
3. If a trip is cancelled on Tuesday, the reschedule shall be for trips on Thursday or Friday.
5. If a trip is cancelled on Wednesday, the reschedule shall be for trips on Friday.

There shall be no rescheduling of trips cancelled on a Thursday or Friday.

- E. For the purpose of this Article, night trips shall be defined as trips that commence on or after 4:00 p.m. and finish after 6 p.m.
- F. All Holiday and Sunday trips shall be assigned on a rotating basis for those Drivers who have signed up for such trips by seniority.
- F. If a sick day, Holiday, or vacation time falls during the period a Driver is working a regular special run, computation for said pay shall be the average hours worked during the previous four (4) weeks.
- G. The Director of Transportation shall notify the Business Manager within ten (10) working days following the assignment of a Driver to a regular special run.
- H. Any Driver signing up for field trips shall not sign up for weekends or holidays only. A Driver must also be available for either weekday or week-night trips, except in cases of emergency.

- I. Regular special runs shall be defined as those runs serving programs where transportation is needed for a period of eight (8) consecutive weeks or more during the school year.
- J. If a Driver is called by telephone for a special trip taking place the following day and they are not home, there is no answer, or an answering machine answers, no message will be given and the next available Driver will be called.
 - 1. If a Driver is called by telephone for a trip taking place two (2) days in advance, and there is no answer, they will not receive another call. If the phone is answered by someone other than the driver or an answering machine answers, a message shall be left. The Driver must return the call by 10:00 a.m. the following day. If not, the next available Driver will be called.
- K. If two (2) or more Drivers appear for the same trip and fewer buses are required, the senior Driver shall have the option to do the trip.
- L. Trip sheets will be posted for special needs buses.

ARTICLE IX

WORK SCHEDULES

- A. The work day, work week, and work year of each Driver will be required by the assigned route.
- B. The minimum workday shall be four (4) hours.
- C. Bus Drivers shall be responsible for the inspection of safety devices and

cleanliness of buses. In fulfilling these responsibilities and duties, Bus Drivers shall:

1. Sweep buses and clean windshields daily. Upon request, cleaning materials will be provided by School Department.
2. Perform daily pre-trip inspection as required by Rhode Island State law.

The above responsibilities and duties shall be performed during regular work hours and the employees shall be compensated at their regular hourly rate.

- D. If, in the opinion of the Driver, the bus does not meet minimum safety Standards, the Transportation Director shall be so informed immediately. Failure to report mechanical problems with the bus or not following procedures set forth by the Director of Transportation may result in disciplinary action.

- E. Every effort will be made each year to assign schedules, hours, and routes consistent with the previous year's schedule, hours, and routes.

- F. Kindergarten runs will be considered a part of a Driver's regular run and compensation will be assessed on a minimum of two (2) hours. When a Driver of a bus with a Kindergarten run expects to be out for more than two (2) consecutive days, the Director of Transportation shall assign another Driver for that period according to seniority from a list of Drivers wanting Kindergarten runs.

- (1) Every effort will be made to schedule more senior Drivers to Kindergarten runs that are longer than two (2) hours.

- G. Assigning of Bus Driver duties by the Director of Transportation or his designee during a "lay-over" period between regularly scheduled runs shall not be considered "special runs".
- H. At the discretion of the Director of Transportation, Bus Drivers may be required to attend in-service meetings. Compensation for attending in-service meetings shall be at the Driver's regular hourly rate for a minimum of three (3) hours.
- I. Drivers assigned runs to schools other than Cranston's are required to complete those runs as scheduled in that school's calendar.
- J. Drivers are responsible for School department equipment signed out to them. If the Driver is negligent and the equipment is lost or stolen, the Driver is held responsible. If the equipment is locked and concealed in their vehicles or is in their dwelling (not a common hallway) and said equipment is stolen, the Driver will not be held responsible. In all cases of missing equipment, The Police Department must be notified and a Police Report must be filed.

ARTICLE X

OVERTIME

- A. Overtime work is defined as time over forty (40) hours per week excluding Mechanics, whose overtime is defined as time over eight (8) hours per day. The rate for overtime work requested by the School Department will be at the rate of time and one-half of the employee's regular hourly rates.

- B. Summer assignments shall be made according to the seniority of employees desiring summer employment. For employees of large buses, a voluntary, non-compensated job selection meeting (jamboree) will be held prior to the end of the school year. For drivers of small buses, a voluntary, non-compensated job selection meeting (jamboree) will be held on or about the 3rd Friday in June. If an insufficient number of employees express an interest in summer employment, assignments will be made and must be accepted on a seniority basis: the least senior being assigned first.
- C. Compensation for assigned work on legal holidays and on Sundays shall be double time the Driver's regular hourly rate.

ARTICLE XI

MANAGEMENT RIGHTS

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, transfer, evaluate, assign, and retain employee's 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 actions as may be necessary to carry out the mission of the Cranston 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.
9. Take any other action, which is in the best interest of the Cranston Public Schools.

ARTICLE XII

LEAVES OF ABSENCE

A.

1. Members of the bargaining unit governed by the provisions of this agreement shall be allowed to accrue one (1) day of sick leave per month provided the members of the bargaining unit work ninety percent (90%) of the month. If, however, a member is absent more than ten (10) percent of the work days in two (2) or more months of a fiscal year, no accrual will take place for the second month, third month, etc. Months do not need to be consecutive.

Effective October 7, 2011 accrued sick days/sick banks for all Bargaining Unit members shall be frozen as set forth in Exhibit C attached hereto and made a part of hereof. And no unused sick days shall be allowed to accumulate or be added during the term of this Agreement for purposes of payout to Union members who have worked for the transportation department for ten (10) years or more upon retirement from the Cranston Public Schools. In the event that any Bargaining Unit employee has accrued and exhausted ten (10) days of sick leave in a contract year, and only in that event, that member will be allowed to access any sick days that he or she

has accumulated. Notwithstanding the above, Bargaining Unit members Bus Drivers may accrue up to ~~five (5)~~ **ten (10)** days of unused sick time per year, not to exceed **sixty (60)** days in total; and mechanics may accrue up to **twelve (12)** days of sick time per year, not to exceed **sixty (60)** in total. days but **However**, as stated above, this will not be counted as part of the payout at the end of their term.

2. The Committee reserves the right to request a medical certificate when an absence for personal illness in excess of three (3) days is recorded. The medical certificate will require the nature of the illness, next scheduled evaluation and return date. This provision cannot violate HIPAA (Employer's Guide to HIPAA Privacy Requirements, Section 200, pages 6 and 7). At any time, at the option of the Administration, the union members may be required to submit to an examination by a physician selected by the Administration.
3. In the event that the earned sick leave of a union member has been exhausted, a written request may be made for the extension of leave, without compensation, for a period not to exceed six (6) calendar months or the remainder of the school year, whichever is longer. A request for such an extension of sick leave must be made in writing to the Superintendent of Schools and be accompanied by a medical certificate stating the nature of the illness and necessity for leave.
4. Workmen's Compensation benefits shall be provided for members of the bargaining unit. The payment received by a member of the

bargaining unit under provisions of the Workmen's Compensation Act shall be in lieu of any contractual salaries or wages payable to said union member.

5. If a Holiday falls while an employee is on sick leave, said day will be paid as a Holiday and not be charged against sick leave.
6. Union members who achieved perfect attendance during the school year shall be entitled two (2) days' pay. Union members who have worked for the Transportation Department for 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 \$20.00 per day for the total number of sick days accumulated. Union members who have worked for the Transportation Department for twenty (20) years or more and have accumulated a minimum of 120 days, upon retiring from the Cranston Public Schools shall receive compensation for sick days they have accumulated at a rate of \$50.00 per day for the total number of days accumulated.

B. BEREAVEMENT

1. In case of death in the immediate family, (father, mother, sister, brother, son, daughter or spouse) all employees governed by the provisions of this agreement maybe absent for a period of seven (7) calendar days including the day the death occurs without loss of pay.

2. In case of death of a Mother-in-law, Father-in-law, Grandparent, Grandchild, Son-in-law, Daughter-in-law, Brother-in-law, or Sister-in-law, the employee may be absent for a period of four (4) workdays, including the day the death occurs.
3. In the case of death of a relative by blood or marriage not listed in #1 or #2 above, the employee may be absent on the day of the funeral without loss of pay.
4. In the event that additional time is necessary to travel long distances in cases of bereavement the employee may be granted such travel time at the discretion of the Director of Transportation, but such additional time will be taken without compensation.

C. JURY DUTY

1. Leave for jury duty shall be granted and the difference between the union member's normal salary and the salary paid for jury duty shall be paid to the union member.

D. MILITARY LEAVE

1. Any employee covered by 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 Public Schools System during said leave.

- E. Payment under this Article shall be based upon the employee's average Work day, excluding overtime.

F. UNION REPRESENTATION LEAVE

1. At the discretion of the union, members of Local 1322 shall be granted a total of fifteen (15) days per year for the purpose of engaging in local, state, and/or national union activities without loss of pay, provided the union pay for the cost of substitutes.

G. PERSONAL LEAVE

1. A written request for an unpaid leave under this section (H) must be made not less than thirty (30) days prior to the date the leave is to begin. There may be exceptions in the case of extreme emergencies. Leave for the remainder of the school year (up to one (1) full year) may be granted at the discretion of the Superintendent.
2. Seniority shall continue to accrue during the period of personal leave.
3. All benefits will be discontinued during the period of personal leave granted under this section.
4. Employees granted leave under this section who fail to return to work at the expiration of personal leave will be considered to have

voluntarily terminated their services with the Cranston Public Schools.

5. The Committee agrees to return the employee to at least a position comparable to the position from which leave was granted.

I. FAMILY ILLNESS

1. Members may be granted two (2) days compensation from accrued sick leave for family illness. Physician's Certificate stating the nature of the illness may be required.

H. Regardless of the nature of unpaid leave, members shall have the option to continue in the group health plan by making monthly contributions, at no expense to the Cranston Public Schools.

I. Summer Work-III Time

1. Drivers who are scheduled or anticipate surgery during the summer may bid on summer work provided they can work a minimum of three (3) weeks of the program.
2. Drivers must inform the Transportation Director prior to the jamboree for summer work and are responsible for finding their own replacements.
3. The Transportation Director must be informed of who shall be the replacement driver prior to the summer jamboree.
4. Neither driver is eligible for sick time during the summer.

5. Drivers who are assigned summer runs and cannot complete the run due to injury or illness not related to the job must submit a physician's note as to the reason.
6. If a driver has worked fifty (50%) percent of the scheduled days of the program and has sick time, the driver shall receive sick pay.
7. Drivers that are assigned a summer run shall be allowed to take up to four (4) sick days if needed. These days do not count toward the fifty (50%) of the scheduled days of a program.
8. Under this provision 230 day drivers are excluded.

ARTICLE XIII

HEALTH INSURANCE

- A. The Committee shall provide individual or family coverage for medical insurance, including a ~~student dependent~~ rider to age 24-26. The Committee will have the option of offering multiple plans for all employees and applicable riders ~~as outlined in plan dated July 1, 2008. Effective October 7, 2014~~. All bargaining unit members will be responsible for a twenty (20%) percent cost based upon their plan. ~~With regard to 2012-2013, all bargaining unit members will pay the same cost share that is in effect for the teachers, but no more than the twenty (20%) percent.~~ Payments under this article shall be subject to section 125 of the IRS code. **Effective January 1, 2016 medical benefits shall be as set forth in Exhibit B which shall include a \$250 deductible for an individual plan and a**

\$500.00 deductible for the family plan. The administration agrees to reimburse a bus driver/mechanic for 50% of the deductible paid by the bus driver/mechanic, up to a maximum of \$250.00. That reimbursement shall be made within thirty (30) days following the end of the calendar year. For the calendar year 2018, and any subsequent year, bus drivers/mechanics shall be solely responsible for payment of the entire deductible.

B. The Committee shall provide the individual or family plan dental insurance, including a ~~student-dependent~~ rider to age 24 ~~26~~. The annual maximum dental coverage will be \$1500 per person and the Orthodontic rider lifetime maximum will be \$1500 per person. ~~All applicable riders as outlined in the plan dated July 1, 2008 will apply to said coverage.~~ The dental plan is as set forth in Exhibit C. Effective October 7, 2014 ~~All~~ bargaining unit members will be responsible for twenty (20%) percent cost share. ~~With regard to 2012-2013 all bargaining unit members will pay the same cost share that is in effect for teachers, but not more than twenty (20%) percent.~~ Payments under this article shall be subject to section 125 of the IRS code.

C. The Committee will not offer health and/or dental insurance coverage if the employee is covered as a dependent under another plan provided by the Cranston School Department or the City of Cranston.

~~Employee A and employee B's health coverage shall be adjusted pursuant to a Memorandum of Agreement executed by the parties. Employee A's coverage will be eliminated and Employee B's coverage will be reduced from family coverage to individual coverage. As to Employee A, coverage will not be available for the duration of this agreement unless satisfactory written evidence is presented to the Committee establishing that the coverage that is available to him or her through the spouse's employment is no longer available. As to Employee B, no coverage shall be available for the duration of this agreement unless satisfactory written evidence is presented to the Committee indicating that there has been a change in the circumstances which would require family coverage.~~

D. The Committee shall provide a \$20,000 group life insurance plan.

ARTICLE XIV

TERMINATIONS

1. **Unauthorized absences, incompetence, insubordination, conduct unbecoming a School Department Employee, or other acts which may be considered not in the best interest of the Cranston Public Schools may be considered just cause for dismissal.**
2. **Incompetence is defined as:**
 - A. **Unsafe Driving Habits.**
 - B. **Accidents due to Driver negligence.**

- C. Violations of State Law or Regulations of the Registry of Motor Vehicles.
 - D. Violation of Cranston School Committee Policies and related administrative regulations.
3. Insubordination is defined as: Refusal of an n Employee to carry out the directions of a Superior.
4. Conduct unbecoming to a School Department Employee is defined as: flagrant and frequent acts of discourtesy to School Administrators, Parents, Students and School Principals.
- B. It is the driver's responsibility to meet all State and Federal requirements now and in the future in order to qualify for being a school bus driver in the State of Rhode Island. If these requirements are not met by August 1st of each year, the Driver will receive:
- 1ST Offense: Five (5) Workday Suspension without pay
 - 2ND Offense: Twenty (20) workday suspension without pay
 - 3RD Offense: Termination

ARTICLE XV

GRIEVANCE PROCEDURE

- A. **STEP 1** – Any employee who believes he/she has a legitimate complaint, may, with a union representative present, discuss the complaint with his/her superior within ten (10) working days of the knowledge of the event leading to the complaint.
- B. **STEP 2**

1. If no satisfactory resolution has been reached, a grievance shall be reduced to writing within ten (10) working days following the Step 1 meeting and forwarded to the Chief Operating Officer. The signed grievance shall include:

- a. Name and position of grievant.
- b. The date of occurrence of the complaint being grieved and the facts involved.
- c. The corrective action requested.

2. A hearing to discuss the grievance shall be held by the Chief Operating Officer within ten (10) working days following receipt of the grievance.

3. The Chief Operating Officer shall render a decision in writing within ten (10) working days following the hearing at Step 2.

C. STEP 3

1. If no satisfactory resolution has been reached at Step 2 or if no decision is rendered, the grievance may be appealed to the Superintendent of Schools within ten (10) working days following receipt of the decision at Step 2.

2. The Superintendent will conduct a hearing of the grievance within twenty (20) working days of receipt of the appeal to Step 3. The Superintendent shall render a decision within fifteen (15) working days following the hearing at Step 3.

D. STEP 4 – Arbitration

1. If no satisfactory resolution has been reached at Step 3, or no decision is rendered, the union may, within fifteen (15) working days after the decision at Step 3, give to the Committee written notice that the matter is to be submitted to Arbitration under the rules of the American Arbitration Association.

a. The Committee and the Union may agree upon a mutually acceptable Arbitrator or either party may make request for a list of Arbitrators to the American Arbitration Association.

b. The Parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the Arbitrator is selected.

c. The decision of the Arbitrator shall be final and binding on all matters regarding a grievance filed under the provisions of this article, except that the Arbitrator may not add or subtract nor modify the terms of this agreement; and no appeal shall be taken except as provided by the General Laws of the State of Rhode Island.

E. TIMELY GRIEVANCES

1. Grievances which are not received by a Superior within the provisions of paragraph B1 above, or which are not appealed within the stated time limits, shall be considered as waived and not entitled to further consideration.

2. If the Administration fails to respond to a grievance at any step within the specified time limits, the Union may proceed to the next step of the grievance procedure.
3. The Union agrees to screen grievances in order to prevent unnecessary grievances from consuming the time of the Parties.
 - F. Grievances regarding the termination of an employee may be initiated at step 3 of this grievance procedure.
 - G. The Union agrees that it will not bring or continue, and that it will not represent any employee in, any grievance that is substantially similar to a grievance denied by the decision of an Arbitrator; and the Committee agrees that it will apply to all substantially similar situations the decision of an Arbitrator sustaining a grievance.

ARTICLE XVI

GENERAL

- A. This agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiation.
- B. All Union members covered by the provisions of this agreement will participate in the Municipal Employees Pension Plan and be subject to all provisions as established by the Rhode Island Retirement Board.
- C. A three (3) day notice to the Director of Transportation is required in the event a Union member is to be absent for reasons other than emergencies

such as Doctors and Dentists appointments and other such reasons normally known to the employee far in advance.

ARTICLES XVII

HOLIDAYS

A. ~~During 2011-2012 all bargaining unit member will be entitled to the following paid holidays:~~

~~LABOR DAY CHRISTMAS DAY NEW YEAR'S DAY
VETERANS DAY THANKSGIVING DAY
GOOD FRIDAY DAY AFTER THANKSGIVING
ELECTION DAY (WHEN SCHOOLS ARE NOT IN SESSION)
MEMORIAL DAY MARTIN LUTHER KING DAY
JEWISH HOLY DAYS (WHEN LISTED AS A HOLIDAY ON THE
SCHOOL CALENDAR)~~

~~With regard to 2012-2013 A all bargaining unit members will be entitled to the following paid holidays:~~

~~LABOR DAY CHRISTMAS DAY
COLUMBUS DAY NEW YEAR'S DAY
VETERANS DAY GOOD FRIDAY~~

THANKSGIVING DAY

ELECTION DAY (WHEN SCHOOLS
ARE CLOSED)

DAY AFTER THANKSGIVING

MEMORIAL DAY

MARTIN LUTHER KING DAY

- B. In order to be eligible for compensation for any of the above Holidays, a Driver must have worked the last regular workday before the Holiday and the next regular workday following the Holiday. Notwithstanding the above, compensation for a Holiday may be made to a Union Member who has been absent, at the discretion of the Chief Operating Officer.
- C. Computation for Holiday pay shall be based on the Employee's average workday excluding all overtime activity.
- D. Holidays falling on Sunday and celebrated on Monday shall be included providing all other criteria are met.
- E. Those Employees assigned to work between July 1st and August 31st shall receive the two (2) additional paid Legal Holidays of Independence Day and Victory Day, providing provisions of paragraph B above have been complied with. If a summer program begins the day after July 4th, the Driver shall be paid for the Holiday.

ARTICLE XVIII

VACATIONS

- A. As of September, those employees who have completed one (1) full year of service with the Cranston Public Schools, Transportation, as a driver or

- mechanic will be granted one (1) week vacation, to be taken during the Holiday recess period.
- B. As of September, those employees who have completed three (3) years of service with the Cranston Public Schools, Transportation, as a driver or mechanic will be granted two (2) weeks vacation, to be taken during the recess periods.
- C. As of September, those employees who have completed six (6) years of service with the Cranston Public Schools, Transportation, as a driver or mechanic will be granted three (3) weeks vacation, to be taken during the recess periods.
- D. Those employees, who have completed ten (10) years of service with the Cranston Public Schools as a mechanic, will be granted four (4) weeks of vacation. ~~notwithstanding the provisions of any previous contracts (i.e. any drivers who had been entitled to four weeks vacation under prior contracts are not entitled to a fourth week under this agreement).~~ Vacation will be taken during the three recess periods and the fourth week will be paid at the end of the school year with the approval of the Director of Transportation.
- E. In the event an employee is required to work during his/her designated vacation period, that employee shall receive vacation pay in addition to salary for work performed, or in lieu of the vacation pay, vacation at a later date as requested by the employee and subject to approval by the Director of Transportation.

- F. ~~Effective with the 2003-2004 School Year and thereafter, Drivers and/or Mechanics will have their vacation time pro-rated based upon the number of paid work days from the previous school year.~~

ARTICLE XIX

LONGEVITY

A. ~~Regularly appointed employees governed by the provisions of this agreement shall receive an annual longevity increment of \$400.00 after having completed ten (10) years of continuous service as of September 1st with the Cranston Public Schools, as a driver, mechanic or tradesperson~~

B. ~~Annual longevity increment of \$575.00 shall be given to those employees having completed fifteen (15) years of continuous service as of September 1st with the Cranston Public Schools, driver, mechanic or tradesperson~~

1. ~~The increment shall be included as of the beginning of the salary year following the completion of ten (10) or fifteen (15) continuous years of service and annually thereafter.~~

2. ~~Every effort shall be made by the Cranston Public Schools to pay by separate check no later than the first pay period in October of each year.~~

C. ~~Sections A and B will be increased by \$100.00 in year two of the contract as well as year three.~~

~~Contract Year~~ 10 year ~~15 year~~

2008-2009	\$500.00	\$675.00
2009-2010	\$600.00	\$775.00
2010-2011	\$600.00	\$775.00

ARTICLE XIX

NO STRIKE – NO LOCKOUT

During the term of this agreement the Union agrees that there shall be No lockouts, strikes, walkouts, sit-ins, slow-downs, or other interruptions, suspensions or cessation 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 others or between the School Department and others. The School Department agrees not to lock out union employees.

ARTICLE XX

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA NATIONAL
(INDUSTRIAL) PENSION FUND**

Section 1. Effective July 1, 2011 Tthe Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund the sum of fifty-four (.54) cents per hour for each hour paid to employees covered under the Collective Bargaining Agreement.

~~Effective July 1, 2012 the Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund the sum of fifty-four (.54) cents per hour for each hour paid to employees covered under the Collective Bargaining Agreement.~~

Section 2. The payment to the Pension Fund required above shall be made to the "Laborers' International Union of North American National (Industrial) Pension Fund" which was established under an Agreement and Declaration of Trust, a copy of which has been signed by the Employer in the place provided at the end of such Agreement.

Section 3. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

Section 4. ~~Effective October 7, 2011~~ Participating Bargaining Unit employees shall be responsible to pay any "Contribution Surcharge" ~~(presently ten (10%) percent of the regular monthly contribution)~~ through payroll deduction. Further, the payroll deduction contained in Article V relating to the laborers' National (Industrial) Pension Fund shall be adjusted going forward in accordance with Exhibit D attached hereto and made a part hereof. The Cranston Public Schools will submit the participating Bargaining Unit members' contribution to the Fund.

Article XXII

Successor and Assigns

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

ARTICLE XXIII

DURATION OF AGREEMENT

Section 1. The provisions of this Agreement will be effective July 1, 2014, unless otherwise stated herein, and will continue in full force and effect until June 30, 2017. This agreement shall be effective as of the first date stated in this Agreement, and shall remain in effect until midnight of June 30, 2017, and shall be automatically renewed thereafter from year to year unless notice of termination or a desire to modify or change this

agreement is given in writing by either party at least ninety (90) days before the expiration date.

Section 2. Any changes or modifications to this agreement may be made by either party and must be submitted in writing.

IN WITNESS WHEREOF, the parties hereby have caused their presents to be signed by their duly authorized representatives on the day of _____, 2014

ANDREA IANNAZZI
CRANSTON SCHOOL COMMITTEE

RONALD R. COIA
RHODE ISLAND LABORERS'
DISTRICT COUNCIL on behalf of
LOCAL UNION 1322

JUDITH LUNDSTEN
SUPERINTENDENT OF SCHOOLS

ARTHUR J. JORDAN
BUSINESS MANAGER
LOCAL UNION 1322

Exhibit A (a) (b) (c)

DRIVER

STEP	2014/2015	2015/2016	2016/2017
1	15.46	15.77	15.77
2	15.74	16.05	16.05
3	16.04	16.36	16.36
4	16.33	16.66	16.66
5	16.63	16.96	16.96
6	16.95	17.29	17.29
7	17.15	17.49	17.49
8	17.47	17.82	17.82
9	17.80	18.16	18.16
10	18.13	18.49	18.49

MECHANIC

STEP	2014/2015	2015/2016	2016/2017
1	18.89	19.27	19.27
2	19.39	19.78	19.78
3	19.83	20.23	20.23
4	20.30	20.71	20.71
5	20.74	21.15	21.15
6	21.24	21.66	21.66
7	21.53	21.96	21.96
8	21.88	22.32	22.32
9	22.30	22.75	22.75
10	22.72	23.17	23.17

GARAGE ASSIST

STEP	2014/2015	2015/2016	2016/2017
1	15.46	15.77	15.77
2	15.74	16.05	16.05
3	16.04	16.36	16.36
4	16.33	16.66	16.66
5	16.63	16.96	16.96
6	16.95	17.29	17.29
7	17.15	17.49	17.49
8	17.47	17.82	17.82
9	17.80	18.16	18.16
10	18.13	18.49	18.49

ADDEDNUM TO COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CRANSTON SCHOOL COMMITTEE

AND

**THE RHODE ISLAND LABORERS' DISTRICT COUNCIL
ON BEHALF OF LOCAL UNION 1322**

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

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

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

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

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

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

1. The Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund of Seventy-Three (\$.73) cents per hour shall be increased by 10% to the rate of Eighty-One (\$.81) cents per hour with said increase(s) to be an assignment of employee's wages effective July 1, 2014. On each anniversary of that

effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the nearest penny) with said increase(s) to be an assignment of employee's wages. Notwithstanding anything to the contrary, the employer will only be responsible to pay Fifty-Four (\$.54) cents per hour, and participating bargaining unit employees will be responsible to pay any required contribution above that.

3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension's Fund current plan of benefits for the group will remain unchanged with the following exceptions:
 - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
 - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000.00 or less and for the Fund's \$5,000.00 death benefit.
 - (c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
5. This Addendum shall be effective as of July 1, 2014 which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

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

Dated: _____

FOR THE EMPLOYER:

CRANSTON SCHOOL COMMITTEE

Witness

FOR THE UNION:

RI LABORERS' DISTRICT
COUNCIL on behalf of
LOCAL UNION 1322

Michael F. Sabitoni
Business Manager

LOCAL UNION 1322

Arthur J. Jordan
Business Manager

Witness

p:\active clients\rfc files\cranston school district\negotiations\local 1322 bus drivers negotiations 2013 12-5970\addednum to collective bargaining agreement 10.20.14.docx

Executive Summary
Bus Drivers\Mechanics
2014-2017

Salary

2014-2015 \$1.10 per hour
2015-2016 2%
2016-2017 Reopener

Health & Dental

2014-2015 No change
2015-2016 \$250 deductible (individual) & \$500 deductible (family) (effective 1/1/16)
2016-2017 \$250 deductible (individual) & \$500 deductible (family)

The district will reimburse 50% back to the employee up to a maximum of \$125 for individual and \$250 family for the 15-16 & 16-17 school years. Following that employee will be responsible for the entire deductible.

Article III Selection & Appointment

2014-2015 Elimination of probationary employees. The original language was put into the contract to assist with recruiting bus drivers by paying them the union hourly rate without benefits. It was later determined that initiative was unsuccessful.

Article XII Leaves of Absence

2014-2015 Increased the accrued banked sick leave for bus drivers from five days to ten days per year not to exceed sixty days; and mechanics from six days to twelve days not to exceed sixty days. This will not be counted as part of the payout at the end of the term.

Article XIII Health Insurance

2015-2016 Add the \$250 deductible for individual and \$500 deductible for family. (See above).

Article XVII Holidays

2014-2015 Delete Good Friday.

Article XVIII Vacations

2014-2015 Granted four weeks of vacations to mechanics only if they completed ten years of service.

Article XIX Longevity

2014-2015 Longevity has been eliminated.

Article XX Laborers' Union Pension Fund

2014-2015 The employer will only be responsible to pay the Fifty-Four (\$.54) cents per hour, and the participating bargaining unit employees will be responsible to pay any required contribution above that.

11/3/14

10-14-07

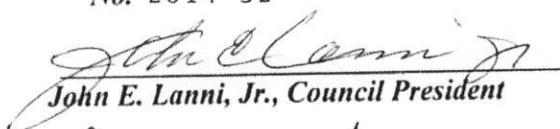
THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING
AGREEMENT WITH THE RI LABORERS' DISTRICT COUNCIL, LOCAL 1322
TRADESPEOPLE UNIT
(TRADESPEOPLE 2014 - 2017)

No. 2014-32

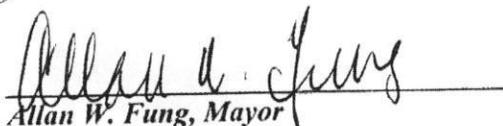
Passed:

November 24, 2014


John E. Lanni, Jr., Council President

Approved:

November 26, 2014


Allan W. Fung, Mayor

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

Section 1. The Cranston School Committee having bargained collectively with the R.I. Laborers' District Council, Local Union 1322, which is the certified bargaining representative of **Tradespeople Unit** of the Laborers' International Union of North America, AFL-CIO as set forth in the attached contract and Addendum;

Section 2. The School Committee in accordance with Section 11.02.1 of the Cranston Home Rule Charter posted and made public on October 17, 2014 @ 4 p.m., a copy of the proposed contract at least 72 hours notice prior to the public hearing on October 20, 2014 at 7 p.m. at which time the School Committee voted to approve the attached agreement.

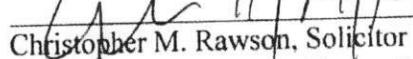
Section 3. That the agreement in writing between the School Committee and the R.I. Laborers' District Council, Local Union 1322, copy of which is attached hereto and made a part here of, is hereby ratified, confirmed and approved by the City Council.

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

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

Positive Endorsement

Negative Endorsement (attach reasons)


Christopher M. Rawson, Solicitor

Date

Christopher M. Rawson, Solicitor

Date

Introduced pursuant to: Charter Sec. 11.02.1

Referred to Finance Committee November 13, 2014

10-14-07

**CRANSTON PUBLIC SCHOOLS
COLLECTIVE BARGAINING
FISCAL IMPACT STATEMENT
TRADESMEN
2014 - 2017**

CATEGORY		(ANNUAL INCREMENTAL BUDGET CHANGES FROM PREVIOUS YEAR)			TOTALS
		2014-2015	2015-2016	2016-2017	
SALARY INCREASE	(A)	18,304	9,339	TBD	27,643
LONGEVITY	(B)	(3,525)	(3,525)	(3,525)	(10,575)
RE-INSTATEMENT OF TWO HOLIDAYS		3,598	3,678	3,678	10,954
FICA TAX		1,139	589	9	1,737
MEDICARE TAX		266	138	2	406
NON-CERTIFIED PENSION	(C)	2,069	1,069	17	3,155
PLAN DESIGN CHANGES					
DEDUCTIBLE SAVINGS	(D)	N/A	(1,700)	(1,700)	(3,400)
EMPLOYEE REIMBURSEMENT	(D)	N/A	850	850	1,700
NET COST (SAVINGS)		21,852	10,437	(668)	31,621

The above excludes the cost of a raise, if awarded, in FYE 2017.

ASSUMPTIONS

(A) SALARY

2014-2015 - \$1.10
2015-2016 - 2.00%
2016-2017 - RE-OPENER

(B) LONGEVITY

ELIMINATION OF LONGEVITY

(C) NON-CERTIFIED PENSION

2014-2015 - 11.26%
2015-2016 - 11.26%
2016-2017 - 11.26%

(D) PLAN DESIGN

DEDUCTIBLE PLAN
*\$250 INDIVIDUAL
*\$500 FAMILY

NOTE: DISTRICT WILL REIMBURSE 50% BACK TO THE EMPLOYEE - MAXIMUM \$250/FAMILY PLAN & \$125/INDIVIDUAL PLAN.

AGREEMENT
between
CRANSTON SCHOOL COMMITTEE
and the
RHODE ISLAND LABORERS' DISTRICT COUNCIL
on behalf of
LOCAL UNION 1322
TRADESPEOPLE UNIT
of the
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
AFL-CIO
EFFECTIVE: July 1, 2014 through June 30, 2017

SCHOOL COMMITTEE – CRANSTON PUBLIC SCHOOLS

Andrea Iannazzi, Chairperson

Trent Colford

Stephanie Culhane

Jeff Gale

Paula McFarland, Clerk

Janice Ruggieri

Michael A. Traficante

NEGOTIATION COMMITTEE

Judith Lundsten, Superintendent

Jeannine Nota-Masse, Assistant Superintendent

Raymond L. Votto, Jr., Chief Operating Officer

Joseph Balducci, Chief Financial Officer

Joel Zisseron, Director of Transportation

**RHODE ISLAND LABORERS' DISTRICT COUNCIL
LOCAL UNION 1322**

Arthur J. Jordan, Business Manager/Secretary-Treasurer

Kathleen Albertson

Darlene Griffin

Steve Hogan

Lynn Page

Edward Ferry

AGREEMENT

PREAMBLE

This agreement by the Cranston School Committee, hereinafter referred to as the "SCHOOL COMMITTEE" or "COMMITTEE" and the Rhode Island Laborers' District Council on behalf of Local Union 1322 of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "UNION", located at 410 South Main Street, Providence, RI 02903, has as its purpose the promotion of harmonious relationship between the School Committee and the Union.

PRINCIPLES

- A. This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and Employees, to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.
- B. The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations at all levels of responsibility and

those proper attitudes must be based on full understanding of and regard for the respective rights and responsibility of both the Employer and the Employees.

- C. There shall be no discrimination against any Employees by reason of race, color, creed, sex, or Union membership.
- D. All reference to Employees in this Agreement designates both sexes and wherever the male gender is used it shall be construed to include male and female employees.
- E. The Employer and the union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains in the full utilization of an employee's skill and ability without regard to consideration of race, color, creed, sex or national origin.
- F. No Employee covered by this Agreement shall be discharged, demoted, suspended, transferred, or affected in any way because of lawful political beliefs or activities.

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ARTICLE I
RECOGNITION

- A. The Cranston School Committee recognizes LIUNA, Local Union 1322 as the sole and exclusive bargaining representative of all employees in the bargaining unit as defined in case number EE-3633, dated May 15, 2000 by the parties.

~~The bargaining unit shall consist of all Bus Drivers regularly employed to operate motor vehicles belonging to the Cranston Public Schools for the expressed purpose of transporting Cranston students to and from Cranston Public Schools, as designated by the Cranston School Committee, and special trips.~~

~~The bargaining unit shall also include those hourly employees assigned to the transportation department, whose primary duty is to maintain vehicles, but who occasionally are assigned to drive.~~

- B. The bargaining unit shall ~~also include~~ **consist of** those hourly employees assigned to the Office of Plant Operations and who work as Tradespeople.

ARTICLE II
CLASSIFICATION

A. Tradesperson

1. Employee available five (5) days each week, Monday through Friday for a minimum of forty (40) hours from 7:00am to 3:30pm. Other than in an emergency any change in the work schedule requires a one (1) week notification or overtime will be paid for the first eight (8) hours.

2. Employee to be available for performing various duties as required by the Director of Plant Operations.

B. If a tradesperson is requested to start his/her workday earlier than scheduled, he/she will not be sent home earlier at the end of his/her workday.

ARTICLE III
SELECTION AND APPOINTMENT

A. The Superintendent or his/her designee shall be responsible for the selection, employment and assignment of all employees covered by this agreement, subject to School Committee approval.

~~All new employees hired as of July 1, 2011 and during the term of this agreement shall be a one year probationary, non-union employee and will have no rights or recourse to dismissal as to the provisions of this agreement. These employees will not receive any benefits that the~~

~~Bargaining Unit members are entitled to and will not be required to pay Union dues during the probationary period.~~

- B. Notice of vacancies and/or new positions shall be posted in the ~~Transportation bulletin board at the Park View Garage, Fletcher Avenue Garage, and Transportation/Plant Operations office~~ for a five (5) workday period including one work Monday. Such notice shall state the schedule and hours. Any person interested in the posted position must apply in writing to the Director within the five (5) work day posting period. The notice shall be dated and shall designate the last day on which applications for the vacancy will be accepted. If an employee is awarded the bid, that employee will be placed in the new assignment within ten (10) workdays.

If the employee cannot take the new assignment within the ten (10) work days, the bid will be awarded to the next senior bidder. In the event there are extenuating circumstances, the Director of Plant Operations shall notify the Business Manager or designee.

1. ~~Vacancies or new runs shall be posted at Fletcher Avenue Garage, Park View Garage and Briggs~~ within ten (10) days for any members of the bargaining unit to bid on.

- C. At the time of initial employment, the School Department will supply the new employee with a copy of the current existing working Agreement.

- D. The School Committee agrees to pay for any physical examination required by state law for tradespeople if related to their jobs.
- E. The Business Manager of the Union shall be notified of all openings, vacations, vacancies, proposed changes and any and all matters relating to all Union members' duties in the bargaining unit.
- F. Annual increases will be given to employees hired prior to January 1st. An employee hired after January 1st shall remain on the step at the time until the following year.

ARTICLE IV

SECURITY

- A. All employees covered by this agreement, who are members of the Union on the effective date of this agreement, shall remain members of the Union for the life of this Agreement.
- B. The Union agrees to provide the Human Resource Office of the Cranston Public Schools properly executed individual membership cards for each member of the Union as soon as membership is established.

ARTICLE V

PAYROLL DEDUCTIONS

Section 1. During the term of this Agreement, every employee in the bargaining unit who is not a member of the Union shall, as a condition of employment, on and after the effective date of this Agreement, unless otherwise stated herein, pay to the Union a monthly service charge in the

amount equivalent to the then current dues uniformly required for members of the Union. ~~All new probationary non-union employees will not be required to pay Union dues for a period of one year from their date of hire. All probationary employees must remit, to the Union, any dues or initiation fees due after one year of employment.~~ The initiation fee can be deducted from the new employee's pay over six (6) pay periods equal to three hundred (\$300) dollars. An authorization must be signed by the employee permitting the school department to make these deductions.

Section 2. The failure of any employee to maintain membership or pay the service charge required of non-members in accordance with the terms of the Agreement shall be considered grounds for dismissal under the provisions of this contract. Upon notification by the Union of such failure on the part of any employee, the Cranston Public Schools Department agrees to discharge such employee, provided however, that nothing contained herein shall be construed so as to place any obligation upon the Cranston Public Schools Department to discharge any employees for failure to maintain membership in the Union if the membership was terminated for reasons other than the failure of the employees to tender the periodic dues and initiation fees uniformly required as a condition of maintaining membership.

Section 3. The Cranston Public Schools shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the weekly dues of the Union or the service charges including the Laborers' National (Industrial) Pension Fund Contribution Surcharge provided in Article

XXI. Such deductions shall be made bi-weekly each month for which they are due and shall be forwarded to the Secretary-Treasurer of the Union, together with a check-off list setting forth the names of the employees and the amount of deduction. If any employee has no earnings due for that paycheck, the Union shall be responsible for collecting said dues. The Union will give the Cranston Public Schools thirty (30) days' notice of any change in the amount of uniform dues to be deducted.

Section 4: The Union shall indemnify, defend, and save the Cranston Public Schools harmless against any and all claims, demands, suits or other forms of liability and for all legal costs excluding costs incurred by the Cranston Public Schools that shall arise out of or by reason of action taken or not taken by the Cranston Public Schools in complying with the provisions of this Article. The Union shall further indemnify and hold harmless the Cranston Public Schools for any claims of ERISA violations as a result of payroll deductions.

Section 5: Deductions made under the provisions of this Article will be transmitted at intervals of no greater length than every two (2) weeks to the Secretary-Treasurer, Local 1322 at 410 South Main Street, Providence, RI 02903.

ARTICLE VI

SAVINGS CLAUSE

- A.** In the event that any section of any provision of this agreement is or shall at any time be declared contrary to law, all sections of said provisions and all other provisions of this agreement shall be in effect.

ARTICLE VII

SENIORITY

- A. Seniority shall be defined as total length of regular and continuous employment within the ~~transportation division~~ **Plant Office** of the Cranston Public Schools. Seniority shall begin upon appointment of employee by the School Committee. In the case of a tie, date of application will be used. Should the date of application be the same, seniority shall be determined by lottery.
- B. Seniority shall continue to accrue during any approved leave of absence for a period not to exceed one (1) year and shall be broken when an employee covered by this agreement terminates voluntarily or is terminated under the provisions of Article XIV of this agreement, or fails to return to work on the date specified at the time the leave was granted.
- C. A seniority list of all employees covered by this agreement shall be provided to the Union and shall be posted by the Committee no more frequently than once a year.
1. By November of each year, the Plant Office shall mail to each member a seniority list and a total of accrued sick days.
- D. Seniority shall control the order of layoff and recall. A two-week notice of layoff shall be given to the tradesperson. When recalled, an employee must return within two (2) weeks. Failure to return upon recall as stated wherein will result in the voluntary termination of the employee.

- E. Each employee covered by this agreement shall be allowed to examine his/her own personnel file, providing a twenty-four (24) hour notice is given to the Human Resource Office. Confidential and privileged information such as credentials, letters of reference from individuals or former employers, are exempt from review. Confidential and privileged material shall be removed from the file prior to review. The employee may be permitted to reproduce his/her file, other than confidential or privileged material, provided that the individual assumes the cost of reproduction.

ARTICLE VIII

OVERTIME

- A. Overtime work is defined as time over ~~forty (40) hours per week excluding eight (8) hours per day.~~ Trades people, whose overtime is defined as time over ~~eight (8) hours per day.~~ The rate for overtime work requested by the School Department will be at the rate of time and one-half of the employee's regular hourly rates.
- B. Compensation for assigned work on legal holidays and on Sundays shall be double time the Tradespeople regular hourly rate.
- C. Tradespeople shall be paid a minimum of three (3) hours when called back to perform duties after regular work hours.

ARTICLE IX
MANAGEMENT RIGHTS

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, transfer, evaluate, assign, and retain employee's 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 actions as may be necessary to carry out the mission of the Cranston 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.
9. Take any other action, which is in the best interest of the Cranston Public Schools.

ARTICLE X
LEAVES OF ABSENCE

A.

1. **Members of the bargaining unit governed by the provisions of this agreement shall be allowed to accrue one (1) day of sick leave per month provided the members of the bargaining unit work ninety percent (90%) of the month. If, however, a member is absent more than ten (10) percent of the work days in two (2) or more months of a fiscal year, no accrual will take place for the second month, third month, etc. Months do not need to be consecutive.**

Effective October 7, 2011 accrued sick days/sick banks for all Bargaining Unit members shall be frozen as set forth in Exhibit C attached hereto and made a part of hereof. And no unused sick days shall be allowed to accumulate or be added during the term of this Agreement for purposes of payout to Union members who have worked for the plant department for ten (10) years or more upon retirement from the Cranston Public Schools. In the event that any Bargaining Unit employee has accrued and exhausted ten (10) days of sick leave in a contract year, and only in that event, that member will be allowed to access any sick days that he or she has accumulated. Notwithstanding the above, Bargaining Unit members may accrue up to ~~five (5)~~ **twelve (12) days of unused sick time per year, not to exceed sixty (60) days in total.** However, ~~but~~ as stated above, this will not be counted as part of the payout at the end of their term.

2. **The Committee reserves the right to request a medical certificate when an absence for personal illness in excess of three (3) days is recorded. The medical certificate will require the nature of the**

illness, next scheduled evaluation and return date. This provision cannot violate HIPAA (Employer's Guide to HIPAA Privacy Requirements, Section 200, pages 6 and 7). At any time, at the option of the Administration, the union members may be required to submit to an examination by a physician selected by the Administration.

3. In the event that the earned sick leave of a union member has been exhausted, a written request may be made for the extension of leave, without compensation, for a period not to exceed six (6) calendar months or the remainder of the school year, whichever is longer. A request for such an extension of sick leave must be made in writing to the Superintendent of Schools and be accompanied by a medical certificate stating the nature of the illness and necessity for leave.
4. Workmen's Compensation benefits shall be provided for members of the bargaining unit. The payment received by a member of the bargaining unit under provisions of the Workmen's Compensation Act shall be in lieu of any contractual salaries or wages payable to said union member.
5. If a Holiday falls while an employee is on sick leave, said day will be paid as a Holiday and not be charged against sick leave.
6. Union members who achieved perfect attendance during the school year shall be entitled two (2) days' pay. Union members who have worked for the Plant Department for 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 \$20.00 per day for the total number of sick days accumulated. Union members who have worked for the Plant Department for twenty (20) years or more and have accumulated a minimum of 120 days, upon retiring from the Cranston Public Schools shall receive compensation for sick days they have accumulated at a rate of \$50.00 per day for the total number of days accumulated.

B. BEREAVEMENT

1. In case of death in the immediate family, (father, mother, sister, brother, son, daughter or spouse) all employees governed by the provisions of this agreement may be absent for a period of seven (7) calendar days including the day the death occurs without loss of pay.
2. In case of death of a Mother-in-law, Father-in-law, Grandparent, Grandchild, Son-in-law, Daughter-in-law, Brother-in-law, or Sister-in-law, the employee may be absent for a period of four (4) workdays, including the day the death occurs.
3. In the case of death of a relative by blood or marriage not listed in #1 or #2 above, the employee may be absent on the day of the funeral without loss of pay.
4. In the event that additional time is necessary to travel long distances in cases of bereavement the employee may be granted such travel time at the discretion of the Director of Plant

Operations, but such additional time will be taken without compensation.

C. JURY DUTY

1. Leave for jury duty shall be granted and the difference between the union member's normal salary and the salary paid for jury duty shall be paid to the union member.

D. MILITARY LEAVE

1. Any employee covered by 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 Public Schools System during said leave.

- E. Payment under this Article shall be based upon the employee's average Work day, excluding overtime.**

A. UNION REPRESENTATION LEAVE

1. At the discretion of the union, members of Local 1322 shall be granted a total of fifteen (15) days per year for the purpose of engaging in local, state, and/or national union activities without loss of pay, provided the union pay for the cost of substitutes.

B. PERSONAL LEAVE

1. A written request for an unpaid leave under this section (H) must be made not less than thirty (30) days prior to the date the leave is to begin. There may be exceptions in the case of extreme emergencies. Leave for the remainder of the contract year (up to one (1) full year) may be granted at the discretion of the Superintendent.
2. Seniority shall continue to accrue during the period of personal leave.
3. All benefits will be discontinued during the period of personal leave granted under this section.
4. Employees granted leave under this section who fail to return to work at the expiration of personal leave will be considered to have voluntarily terminated their services with the Cranston Public Schools.
5. The Committee agrees to return the employee to at least a position comparable to the position from which leave was granted.

I. FAMILY ILLNESS

1. Members may be granted two (2) days compensation from accrued sick leave for family illness. Physician's Certificate stating the nature of the illness may be required.

C. Regardless of the nature of unpaid leave, members shall have the option to continue in the group health plan by making monthly contributions, at no expense to the Cranston Public Schools.

ARTICLE XI

HEALTH INSURANCE

A. The Committee shall provide individual or family coverage for medical insurance, including a student dependent rider to age 24 26. The Committee will have the option of offering multiple plans for all employees and applicable riders as outlined in plan dated July 1, 2008. ~~Effective October 7, 2011~~ All bargaining unit members will be responsible for a twenty (20%) percent cost based upon their plan. ~~With regard to 2012-2013, all bargaining unit members will pay the same cost share that is in effect for the teachers, but no more than the twenty (20%) percent.~~ Payments under this article shall be subject to section 125 of the IRS code. The Health plan changes are as set forth in Exhibit B. ~~Effective January 1, 2016~~ medical benefits shall be as set forth in Exhibit C which shall include a \$250 deductible for the individual plan and a \$500.00 deductible for the family plan. The administration agrees to reimburse a tradesperson for 50% of the deductible paid by the tradesperson, up to a maximum of \$250.00. That reimbursement shall be made within thirty (30) days following the end of the calendar year. For the calendar year 2018,

and any subsequent year, tradespeople shall be solely responsible for payment of the entire deductible.

- B. The Committee shall provide the individual or family plan dental insurance, including a ~~student-~~ dependent rider to age 24 26. The annual maximum dental coverage will be \$1500 per person and the Orthodontic rider lifetime maximum will be \$1500 per person. ~~All applicable riders as outlined in the plan dated July 1, 2008 will apply to said coverage.~~ Effective October 7, 2014 Aall bargaining unit members will be responsible for twenty (20%) percent cost share. ~~With regard to 2012-2013 all bargaining unit members will pay the same cost share that is in effect for teachers, but not more than twenty (20% percent.~~ Payments under this article shall be subject to section 125 of the IRS code.**
- C. The Committee will not offer health and \or dental insurance coverage if the employee is covered as a dependent under another plan provided by the Cranston School Department or the City of Cranston.**
- D. The Committee shall provide a \$20,000 paid group life insurance plan.**

ARTICLE XII

TERMINATIONS

1. **Unauthorized absences, incompetence, insubordination, conduct unbecoming a School Department Employee, or other acts which may be considered not in the best interest of the Cranston Public Schools may be considered just cause for dismissal.**
2. **Insubordination is defined as: Refusal of an Employee to carry out the directions of a Superior.**
3. **Conduct unbecoming to a School Department Employee is defined as: flagrant and frequent acts of discourtesy to School Administrators, Parents, Students and School Principals.**

ARTICLE XIII

GRIEVANCE PROCEDURE

- A. **STEP 1 – Any employee who believes he/she has a legitimate complaint, may, with a union representative present, discuss the complaint with his/her superior within ten (10) working days of the knowledge of the event leading to the complaint.**
- B. **STEP 2**
 1. **If no satisfactory resolution has been reached, a grievance shall be reduced to writing within ten (10) working days following the Step 1 meeting and forwarded to the Chief Operating Officer. The signed grievance shall include:**
 - a. **Name and position of grievant.**

- b. The date of occurrence of the complaint being grieved and the facts involved.
 - c. The corrective action requested.
 2. A hearing to discuss the grievance shall be held by the Chief Operating Officer within ten (10) working days following receipt of the grievance.
 3. The Chief Operating Officer shall render a decision in writing within ten (10) working days following the hearing at Step 2.

C. STEP 3

1. If no satisfactory resolution has been reached at Step 2 or if no decision is rendered, the grievance may be appealed to the Superintendent of Schools within ten (10) working days following receipt of the decision at Step 2.
2. The Superintendent will conduct a hearing of the grievance within twenty (20) working days of receipt of the appeal to Step 3. The Superintendent shall render a decision within fifteen (15) working days following the hearing at Step 3.

D. STEP 4 – Arbitration

1. If no satisfactory resolution has been reached at Step 3, or no decision is rendered, the union may, within fifteen (15) working days after the decision at Step 3, give to the Committee written notice that the matter is to be submitted to Arbitration under the rules of the American Arbitration Association.

- a. The Committee and the Union may agree upon a mutually acceptable Arbitrator or either party may make request for a list of Arbitrators to the American Arbitration Association.
- b. The Parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the Arbitrator is selected.
- c. The decision of the Arbitrator shall be final and binding on all matters regarding a grievance filed under the provisions of this article, except that the Arbitrator may not add or subtract nor modify the terms of this agreement; and no appeal shall be taken except as provided by the General Laws of the State of Rhode Island.

A. TIMELY GRIEVANCES

1. Grievances which are not received by a Superior within the provisions of paragraph B1 above, or which are not appealed within the stated time limits, shall be considered as waived and not entitled to further consideration.
2. If the Administration fails to respond to a grievance at any step within the specified time limits, the Union may proceed to the next step of the grievance procedure.
3. The Union agrees to screen grievances in order to prevent unnecessary grievances from consuming the time of the Parties.

- B. Grievances regarding the termination of an employee may be initiated at step 3 of this grievance procedure.
- C. The Union agrees that it will not bring or continue, and that it will not represent any employee in, any grievance that is substantially similar to a grievance denied by the decision of an Arbitrator; and the Committee agrees that it will apply to all substantially similar situations the decision of an Arbitrator sustaining a grievance.

ARTICLE XIV

GENERAL

- A. This agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiation.
- B. All Union members covered by the provisions of this agreement will participate in the Municipal Employees Pension Plan and be subject to all provisions as established by the Rhode Island Retirement Board.
- C. A three (3) day notice to the Director of Plant Operations is required in the event a Union member is to be absent for reasons other than emergencies such as Doctors and Dentists appointments and other such reasons normally known to the employee far in advance.

ARTICLES XV

HOLIDAYS

~~A. During 2011-2012 all bargaining unit member will be entitled to the following paid holidays:~~

~~LABOR DAY CHRISTMAS DAY NEW YEAR'S DAY
VETERANS DAY THANKSGIVING DAY
GOOD FRIDAY DAY AFTER THANKSGIVING
ELECTION DAY (WHEN SCHOOLS ARE NOT IN SESSION)
MEMORIAL DAY MARTIN LUTHER KING DAY
JEWISH HOLY DAYS (WHEN LISTED AS A HOLIDAY ON THE
SCHOOL CALENDAR)~~

~~With regard to 2012-2013 A all bargaining unit members will be entitled to the following paid holidays:~~

~~LABOR DAY CHRISTMAS DAY
COLUMBUS DAY NEW YEAR'S DAY
VETERANS DAY GOOD FRIDAY~~

THANKSGIVING DAY	ELECTION DAY (WHEN SCHOOLS ARE CLOSED)
DAY AFTER THANKSGIVING	MEMORIAL DAY
MARTIN LUTHER KING DAY	VICTORY DAY
INDEPENDENCE DAY	PRESIDENT'S DAY

- B. In order to be eligible for compensation for any of the above Holidays, a Tradesperson must have worked the last regular workday before the Holiday and the next regular workday following the Holiday. Notwithstanding the above, compensation for a Holiday may be made to a Union Member who has been absent, at the discretion of the Chief Operating Officer.
- C. Holidays falling on Sunday and celebrated on Monday shall be included providing all other criteria are met.
- D. ~~Those Employees assigned to work between July 1st and August 31st shall receive the two (2) additional paid Legal Holidays of Independence Day and Victory Day, providing provisions of paragraph B above have been complied with.~~

ARTICLE XVI

VACATIONS

- A. As of September, those employees who have completed one (1) full year of service with the Cranston Public Schools as a tradesperson will be

- granted one (1) week vacation, ~~to be taken during the Holiday recess period.~~ **to be taken with the approval of the Director of Plant Operations.**
- B. As of September, those employees who have completed three (3) years of service with the Cranston Public Schools as a tradesperson will be granted two (2) weeks vacation, ~~to be taken during the recess periods.~~ **with the approval of the Director of Plant Operations.**
- C. As of September, those employees who have completed six (6) years of service with the Cranston Public Schools as a tradesperson will be granted three (3) weeks vacation, ~~to be taken during the recess periods~~ **with the approval of the Director of Plant Operations.**
- D. Those employees, who have completed ten (10) years of service with the Cranston Public Schools as a tradesperson, will be granted four (4) weeks of vacation, ~~notwithstanding the provisions of any previous contracts (i.e. any drivers who had been entitled to four weeks vacation under prior contracts are not entitled to a fourth week under this agreement).~~ ~~Vacation will be taken during the three recess periods and the fourth week will be paid at the end of the school year.~~ **with the approval of the Director of Plant Operations.**
- C. In the event an employee is required to work during his/her designated vacation period, that employee shall receive vacation pay in addition to salary for work performed, **or in lieu of the vacation pay, vacation at a later date as requested by the employee and subject to approval by the Director of Plant Operations.**

ARTICLE XVII

LONGEVITY

~~A. Regularly appointed employees governed by the provisions of this agreement shall receive an annual longevity increment of \$400.00 after having completed ten (10) years of continuous service as of September 1st with the Cranston Public Schools, as a driver, mechanic or tradesperson~~

~~B. Annual longevity increment of \$575.00 shall be given to those employees having completed fifteen (15) years of continuous service as of September 1st with the Cranston Public Schools, driver, mechanic or tradesperson~~

~~1. The increment shall be included as of the beginning of the salary year following the completion of ten (10) or fifteen (15) continuous years of service and annually thereafter.~~

~~2. Every effort shall be made by the Cranston Public Schools to pay by separate check no later than the first pay period in October of each year.~~

~~C. Sections A and B will be increased by \$100.00 in year two of the contract as well as year three.~~

Contract Year	10 year	15year
2008-2009	\$500.00	\$675.00
2009-2010	\$600.00	\$775.00
2010-2011	\$600.00	\$775.00

ARTICLE XVII
NO STRIKE – NO LOCKOUT

During the term of this agreement the Union agrees that there shall be
No lockouts, strikes, walkouts, sit-ins, slow-downs, or other interruptions,
suspensions or cessation 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
others or between the School Department and others. The School Department
agrees not to lock out union employees.

ARTICLE XVIII
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA NATIONAL
(INDUSTRIAL) PENSION FUND

~~Section 1. Effective July 1, 2011~~ Tthe Employer shall contribute to the
Laborers' International Union of North America National (Industrial)
Pension Fund the sum of fifty-four (.54) cents per hour for each hour paid
to employees covered under the Collective Bargaining Agreement.
~~Effective July 1, 2012 the Employer shall contribute to the Laborers'~~
~~International Union of North America National (Industrial) Pension Fund~~

~~the sum of fifty-four (.54) cents per hour for each hour paid to employees covered under the Collective Bargaining Agreement.~~

Section 2. The payment to the Pension Fund required above shall be made to the "Laborers' International Union of North American National (Industrial) Pension Fund" which was established under an Agreement and Declaration of Trust, a copy of which has been signed by the Employer in the place provided at the end of such Agreement.

Section 3. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

Section 4. ~~Effective October 7, 2011~~ Participating Bargaining Unit employees shall be responsible to pay any "Contribution Surcharge" ~~(presently ten (10%) percent of the regular monthly contribution)~~ through payroll deduction. Further, the payroll deduction contained in Article V relating to the laborers' National (Industrial) Pension Fund shall be adjusted going forward in accordance with Exhibit D attached hereto and made a part hereof. The Cranston Public Schools will submit the participating Bargaining Unit members' contribution to the Fund.

Article XIX

Successor and Assigns

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

ARTICLE XX

DURATION OF AGREEMENT

Section 1. The provisions of this Agreement will be effective July 1, 2014, unless otherwise stated herein, and will continue in full force and effect until June 30, 2017. This agreement shall be effective as of the first date stated in this Agreement, and shall remain in effect until midnight of June 30, 2017, and shall be automatically renewed thereafter from year to year unless notice of termination or a desire to modify or change this agreement is given in writing by either party at least ninety (90) days before the expiration date.

Section 2. Any changes or modifications to this agreement may be made by either party and must be submitted in writing.

IN WITNESS WHEREOF, the parties hereby have caused their presents
to be signed by their duly authorized representatives on the day of
_____, 2014

ANDREA IANNAZZI
CRANSTON SCHOOL COMMITTEE

RONALD R. COIA
RHODE ISLAND LABORERS'
DISTRICT COUNCIL on behalf of
LOCAL UNION 1322

JUDITH LUNDSTEN
SUPERINTENDENT OF SCHOOLS

ARTHUR J. JORDAN
BUSINESS MANAGER
LOCAL UNION 1322

Exhibit A (a) (b)

ELEC/HVAC/PLUMB

STEP	2014/2015	2015/2016	2016/2017
1	20.73	21.14	21.14
2	21.78	22.22	22.22
3	22.85	23.31	23.31
4	23.90	24.38	24.38
5	24.96	25.46	25.46
6	26.02	26.54	26.54
7	27.08	27.62	27.62
8	27.61	28.16	28.16
9	28.12	28.68	28.68
10	28.66	29.23	29.23

MASON/CARPENTER

STEP	2014/2015	2015/2016	2016/2017
1	19.61	20.00	20.00
2	20.56	20.97	20.97
3	21.55	21.98	21.98
4	22.95	23.41	23.41
5	23.51	23.98	23.98
6	24.51	25.00	25.00
7	25.49	26.00	26.00
8	25.97	26.49	26.49
9	26.45	26.98	26.98

10

26.97

27.51

27.51

ADDEDNUM TO COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CRANSTON SCHOOL COMMITTEE

AND

**THE RHODE ISLAND LABORERS' DISTRICT COUNCIL
ON BEHALF OF LOCAL UNION 1322**

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

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

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

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

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

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

1. The Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund of Seventy-Three (\$.73) cents per hour shall be increased by 10% to the rate of Eighty-One (\$.81) cents per hour with said increase(s) to be an assignment of employee's wages effective July 1, 2014. On each anniversary of that

effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the nearest penny) with said increase(s) to be an assignment of employee's wages. Notwithstanding anything to the contrary, the employer will only be responsible to pay Fifty-Four (\$.54) cents per hour, and participating bargaining unit employees will be responsible to pay any required contribution above that.

3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension's Fund current plan of benefits for the group will remain unchanged with the following exceptions:
 - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
 - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000.00 or less and for the Fund's \$5,000.00 death benefit.
 - (c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
5. This Addendum shall be effective as of July 1, 2014 which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

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

Dated: _____

FOR THE EMPLOYER:

CRANSTON SCHOOL COMMITTEE

Witness

FOR THE UNION:

RI LABORERS' DISTRICT
COUNCIL on behalf of
LOCAL UNION 1322

Michael F. Sabitoni
Business Manager

LOCAL UNION 1322

Arthur J. Jordan
Business Manager

Witness

p:\active clients\rfc files\cranston school district\negotiations\local 1322 bus drivers negotiations 2013 12-5970\addednum to collective bargaining agreement 10.20.14.docx

Executive Summary

Tradespeople

2014-2017

Salary

2014-2015 \$1.10 per hour

2015-2016 2%

2016-2017 Re-opener

Health & Dental

2014-2015 No change

2015-2016 \$250 deductible (individual) & \$500 deductible (family) (effective 1/1/16)

2016-2017 \$250 deductible (individual) & \$500 deductible (family)

The district will reimburse 50% back to the employee up to a maximum of \$125 for individual and \$250 family for the 15-16 & 16-17 school years. Following that employee will be responsible for the entire deductible.

Article I Recognition

2014-2015 The recognition clause was revised to reflect the bifurcation of the tradespeople from the bus driver/mechanic contract. **There will be language deletions throughout the contract.**

Article X Leaves of absence

2014-2015 Increased the accrued banked sick leave for tradespeople from six days to twelve days not to exceed sixty days. This will not be counted as part of the payout at the end of the term.

Article XI Health Insurance

2015-2016 Add the \$250 deductible for individual and \$500 deductible for family. (See above).

Article XV Holidays

2014-2015 Delete Good Friday.

Article XVII Longevity

2014-2015 Longevity has been eliminated.

Article XIX Laborers' Union Pension Fund

2014-2015 The employer will only be responsible to pay the Fifty-Four (\$.54) cents per hour, and the participating bargaining unit employees will be responsible to pay any required contribution above that.

11/3/14

10-14-01

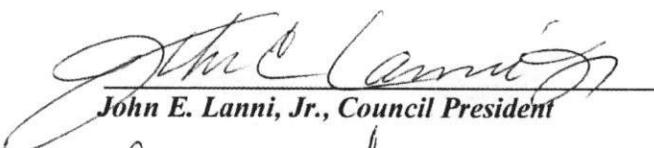
THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
IN AMENDMENT OF TITLE 5.12 OF THE CODE OF THE CITY OF
CRANSTON, 2005 , ENTITLED "ALCOHOLIC BEVERAGES LICENSES
(Alcohol Expansion Permit Renewal)

No. 2014-26

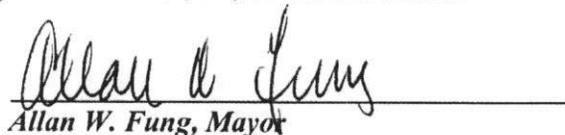
Passed:

November 24, 2014


John E. Lanni, Jr., Council President

Approved:

November 26, 2014


Allan W. Fung, Mayor

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

Section 1. Title 5.12.101, entitled "Alcoholic Beverage Licenses" is hereby amended by adding the following:

Sec. 5.12.101: Application Process and Fees

Any expansion of service of alcoholic beyond the originally licenses premises shall require the filing of an application for a permit of expansion of service. Said application shall be on a form approved by the Safety Services and Licenses Committee, and shall be required to be advertised and notice given to abutters as required for the issuance of a new Class B license. The applicant shall be responsible for all advertising costs.

The fee for a permanent expansion permit shall be \$250.00. A permanent expansion of service area in the form of physical alterations to the physical structure will become part of the established licensed service area once approved and shall not require annual renewal. A permanent expansion shall include outdoor areas such as patio and terraces which are permanent fixtures/installations that may be seasonally used.

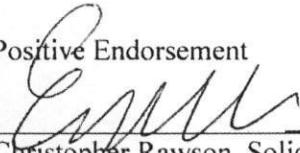
The fee for a seasonal expansion permit shall be \$250.00. Seasonal permits must be renewed annually. A per diem permit shall be \$50.00 per diem.

All seasonal permits shall expire on December 1st and shall run with the applicant's alcohol beverage license and shall be renewed simultaneously with said alcohol license and in the same manner. This shall apply to all permits presently issued regardless of expiration date.

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Section 2: This Ordinance shall take effect upon its final adoption.

Positive Endorsement

 11/24/14

Christopher Rawson, Solicitor Date

Negative Endorsement (attach reasons)

Christopher Rawson, Solicitor Date

Sponsored by: Council President Lanni, Councilmen Santamaria & Favicchio

Referred to Safety Services: November 10, 2014

-NOVEMBER 24, 2014-

V. PUBLIC HEARINGS
(open to any matters)

None.

VI. ELECTION OF CITY OFFICIALS

CITY PLAN COMMISSION:

- ***Lynne Harrington, Ward 1, term ending Nov. 27, 2018***
(Council President Appointment – informational only)

Mr. Barone stated that Ms. Harrington also serves on the Conservation Commission And, per the Planning Director, there may be a possible conflict for her serving on the Planning Commission also. Councilman Aceto stated that he, at one time, served on the Zoning Board of Review and another Board and per the Ethics Commission, he was advised that he only vote on an issue at one of the Commissions. As long as Ms. Harrington does not vote in both committees for same matter, it would not be a conflict.

Council President Lanni asked for Council legal counsel's opinion. Mr. Quinlan suggested that Ms. Harrington not vote on same matter in both Commissions.

No vote needed.

AUDIT COMMITTEE:

- ***Robert E. Baute, Jr., Esq., reappointment term ending Dec. 31, 2016***

On motion by Council Vice-President Farina, seconded by Councilman Aceto, it was voted to re-appoint ***Robert E. Baute, Jr., Esq.***, as a member of the **Audit Committee**. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

- ***William E. Squizzero, Ph.D, reappointment term ending Dec. 31, 2016***

On motion by Council Vice-President Farina, seconded by Councilman Aceto, it was voted to re-appoint ***William E. Squizzero*** as a member of the **Audit Committee**. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

PROBATE JUDGE ADVISORY COMMITTEE:

- ***Richard DelSesto, re-appointment term ending December 31, 2016***

On motion by Council Majority Leader Archetto, seconded by Councilman Aceto, it was voted to re-appoint ***Richard DelSesto*** as a member of the **Probate Judge Advisory Committee**. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

-NOVEMBER 24, 2014-**VII. REPORT OF CITY OFFICERS****AUDIT COMMITTEE REPORT FROM ANTHONY MORETTI, COUNCIL AUDITOR**

Mr. Moretti stated that the Audit Committee met this past week and discussed the following items:

- FY 2014 Audit and the Auditors gave an update on the status of the Audit. Draft of the Audit report will be discussed by the Audit Committee next Thursday, prior to the Finance Committee meeting for recommendation and referred to the Finance Committee;
- RFP for new Audit cycle and stated that the RFP will be sent out early next year;
- The way the School and City fiscal notes are presented.

Mr. Strom stated that through June 30, 2013, Cranston has the highest cumulative surplus in the State of Rhode Island. At the Audit Committee meeting, the Auditors reported that on the City side, we will have over \$500,000 surplus and on the School side, close to \$3 million.

Mr. Strom objected to the fiscal note discussion held at the Audit Committee and stated that the Auditor General has stated that for contracts, there is no specific format of how a fiscal note is presented, it is up to the City. Since he has been with the City, there have been eight different fiscal notes and seven of the eight have been approved by the Council and none have been an issue to the City.

BOARD OF INVESTMENT COMMISSIONERS REPORT

Mr. Strom stated that through September 30, 2014, we have approximately \$64 million of assets and our rate of return is 10.75%. We have \$3 million available to invest in three various areas. He received actuarial report from Buck Consultants and our unfunded liability has dropped from \$255 million to \$246 million. The Annual Required Contribution (ARC) has been approximately \$22.3 million. This year, for 2016, it will drop by \$1 million to \$21.3 million.

Councilman Stycos stated that at the Audit Committee meeting, he placed on the agenda three math problems, which focused on the disagreements he has had with Mr. Strom regarding fiscal notes. When this item came up at the meeting, Mr. Strom left the meeting. It appears that Mr. Strom is so angry about this issue that he cannot discuss this issue in a rationale manner.

**STANDING MONTHLY REPORT OF CITED PROPERTIES IN THE CITY
(Councilman Botts) [[click to view](#)]**

No discussion held.

VIII. EXECUTIVE COMMUNICATIONS**REPORT ON HIRING OF SPECIAL COUNSEL, CONSULTANTS, ETC.,
PURSUANT TO CHARTER SECTION 15.05**

None.

-NOVEMBER 24, 2014-

IX. COUNCIL PRESIDENT COMMUNICATIONS

Council President Lanni stated that this evening, we have talked about Majors and Captains and lack of transparency. It bothers him immensely. This Council will not rubber stamp anyone without a full report from the State Police.

X. COUNCIL MEMBER COMMUNICATIONS

COUNCILMAN STYCOS:

- *Status of Tree Planting Program*

Mr. Barone stated that a press release went out today and announcement will go on the City's website by the end of the week.

Council Vice-President Farina asked if it is possible to invite the State Police Colonel to come before the Finance Committee next week to give a highlight of the State Police investigation report. Mr. Cordy stated that he made this offer to Councilman Stycos when he requested the personnel files.

Council President Lanni stated that he would expect more than a bio.

COUNCILMAN ARCHETTO:

- *762 Dyer Ave. (5 mattresses in the yard now for four months).*

Mr. Barone stated that this address is actually 362 Dyer Ave. and there were no mattresses at 762. He also indicated that 362 Dyer has been cited.

- *Status of the chain link metal fence on Gladstone Street a large hole in fence*

Mr. Barone stated that a sub-contractor will go out to repair this fence and it has to go before the Board of Contract and Purchase.

- *Rodent issue at foreclosed, vacant properties: 21 Meadow Ave and 3 Fountain Ave*

Mr. Barone stated that he received an e-mail from Council Majority Leader Archetto on November 18th and he sent a response to him today stating that both addresses were visited and the Inspectors will go out to cite the properties. The City is attempting to contact the property owners, since the City cannot go on the properties without the owner's permission.

COUNCILMAN ACETO:

- *985 Pippin Orchard Rd. – bulk waste pickup status*

Councilman Aceto stated that the constituent is satisfied with this issue.

- *Cambio Court – status on paving list*

No discussion.

- *Legal Bills*

Councilman Aceto asked if the Police Arbitration from a week or two ago is on this report. Solicitor Kirshenbaum stated that he is not sure if that bill has come in yet. Councilman Aceto asked if there was a recent Arbitration decision regarding the Majors. Solicitor Kirshenbaum stated that he believes there was. **Councilman Stycos** asked if the Council can be provided with a copy of the decision on this case. Solicitor Kirshenbaum stated, sure.

COUNCILMAN SANTAMARIA:

- *Status report on 81 Midvale*

Mr. Barone stated that this property will be demolished and the Council will be kept updated.

- *Atwood and Walnut Grove traffic signal – status report.*

Mr. Barone stated that this area will be paved tomorrow, but it will not be complete.

- *Grant Writer*

Councilman Santamaria stated that Mr. Filarski, Grant Writer, is applying for a Brownsfield Grant and he has complained that he is not receiving phone calls back from the Planning Department. The deadline is December 1st and December 19th and D.E.M. has also not received a call from the Planning Department since October 31st.

COUNCILWOMAN LEE:

- *Cited Properties Report*

Councilwoman Lee stated that looking at the cited properties report, she does not see 154 Westwood Ave., which is vacant, and 191 Beachmont Ave., which is abandoned and in disrepair. Mr. Barone stated that the report presented this evening is as of October. Anything cited in November would not be on this report.

COUNCILMAN BOTTS:

- *Flood Issues*

Councilman Botts stated that he attended the Flood Committee meeting last week and was glad to see a plan of action for the flooded area in his Ward.

- *Rolfe Square Crosswalks*

Councilman Botts reported that the crosswalks have been repaired on Rolfe Square.

- *Cited Properties Report*

Councilman Botts asked if the Council can be provided with a one-time report of all current cited properties and from then on, a monthly report is fine.

XI. OLD BUSINESS

None.

XII. INTRODUCTION OF NEW BUSINESS*

*(for informational purposes. All new business is referred to Committee for public hearing)

RESOLUTION URGING THE RI GENERAL ASSEMBLY TO ELIMINATE TAX ON SOCIAL SECURITY BENEFITS. Sponsored by Council Vice-President Farina.
[click to view]

RESOLUTION LOAN ORDER AUTHORIZING THE ISSUE OF \$2,000,000 BONDS OF THE CITY TO FINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, RENOVATION, REPAIR, ALTERATION AND EQUIPPING OF PLAYGROUNDS AND ATHLETIC FIELDS IN THE CITY OF CRANSTON.
Sponsored by Council Minority Leader Favicchio. [click to view]

-NOVEMBER 24, 2014-

RESOLUTION LOAN ORDER AUTHORIZING THE ISSUE OF \$15,000,000 BONDS OF THE CITY TO FINANCE THE IMPROVEMENT, RENOVATION, REPAIR, AND ALTERATION AND EQUIPPING OF SCHOOLS AND SCHOOL FACILITIES IN THE CITY. Sponsored by Council Minority Leader Favicchio.

[\[click to view\]](#)

RESOLUTION LOAN ORDER AUTHORIZING THE ISSUE OF \$1,200,000 BONDS OF THE CITY TO FINANCE THE IMPROVEMENT, RENOVATION, REPAIR, AND UPGRADING THE PUBLIC LIBRARY SYSTEM. Sponsored by Council Minority Leader Favicchio. [\[click to view\]](#)

11-14-01 ORDINANCE IN AMENDMENT OF CHAPTER 3.04 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'FISCAL PROVISIONS' (Ordinance Fiscal Notes). Sponsored by Councilman Stycos. [\[click to view\]](#)

11-14-02 ORDINANCE IN AMENDMENT OF TITLE 17 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'RFD RESIDENTIAL PLANNED DISTRICT'. Sponsored by Council Vice-President Farina. [\[click to view\]](#)

CLAIMS:

- **Property damage claim of Linda Cloonan from alleged incident on August 30, 2014.**
- **Property damage claim of Josefina Correia from alleged incident on November 3, 2014.**
- **Personal injury claim of Jesus Garcia and property damage claim of Najla Echevarria from alleged incident on October 21, 2014.**
- **Property damage claim of Steven Marchessault from alleged incident on October 22, 2014.**
- **Property damage claim of Francisco Medeiros from alleged incident on November 6, 2014.**
- **Claim of Anthony M. Petrarca.**
- **Property damage claim of David Robbins from alleged incident on October 30, 2014.**

Councilman Santamaria asked to be added as a co-sponsor to proposed "Resolution Urging the RI General Assembly to Eliminate Tax on Social Security Benefits."

Council Vice-President Farina asked that he and, if no one objects, all other Council members be added as co-sponsors of proposed "Resolution Loan Order Authorizing the Issue of \$2,000,000 of the City to Finance the Acquisition, Construction, Improvement, Renovation, Repair, Alteration and Equipping of Playgrounds and Athletic Fields in the City of Cranston."; "Resolution Loan Order Authorizing the Issue of \$15,000,000 Bonds of the City to Finance the Improvement, Renovation, Repair, and Alteration and Equipping of Schools and School Facilities in the City"; and "Resolution Loan Order Authorizing the Issue of \$1,200,000 Bonds of the City to Finance the Improvement, Renovation, Repair, and Upgrading the Public Library System".

On motion by Councilman Aceto, seconded by Councilman Botts, it was voted to refer the above new business to the respective Committees. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

1 THE CITY OF CRANSTON

2
3 **RESOLUTION OF THE CITY COUNCIL**
4 **URGING THE RI GENERAL ASSEMBLY TO ELIMINATE STATE INCOME TAX**
5 **ON SOCIAL SECURITY BENEFITS**
6
7

8 *No.*

9
10 *Passed:*

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12
13 *John E. Lanni, Jr., Council President*
14

15 **RESOLVED that**

16 **WHEREAS**, the Cranston City Council desires to address the issue of the State tax on
17 Social Security benefits; and

18
19 **WHEREAS**, Rhode Island is one of 14 states that still taxes Social Security; and

20
21 **WHEREAS**, elimination of the tax on Social Security benefits would potentially keep
22 Rhode Island residents from relocating their primary residence to Florida; and

23
24 **WHEREAS**, elimination of the tax on Social Security benefits would improve the
25 overall Rhode Island economy with residents staying in Rhode Island and buying their goods and
26 services here in the state instead of elsewhere; and

27
28 **WHEREAS**, the elimination of the State tax on Social Security benefits would create a
29 revenue shortfall of \$22.8 million in an \$8 billion dollar budget, but its elimination would
30 improve the lives of middle class families with an average tax savings of \$331.00 per year; and

31
32 **NOW, THEREFORE, BE IT RESOLVED**, that the Cranston City Council hereby
33 urges passage of legislation by the Rhode Island General Assembly during the upcoming 2015
34 legislation session repealing the tax on Social Security benefits.

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39 Sponsored by Council Vice-President Farina, Councilman Santamaria

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41 Refer to Finance Committee December 4, 2014

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THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL

**LOAN ORDER AUTHORIZING THE ISSUE OF \$2,000,000 BONDS OF THE CITY TO
FINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, RENOVATION,
REPAIR, ALTERATION AND EQUIPPING OF PLAYGROUNDS AND ATHLETIC
FIELDS IN THE CITY OF CRANSTON**

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No.

Passed:

John E. Lanni, Jr., Council President

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RESOLVED that

SECTION 1. The sum of \$2,000,000 is appropriated to finance the acquisition, construction, improvement, renovation, repair, alteration and equipping of playgrounds and athletic fields in the City of Cranston.

SECTION 2. The Mayor and the Director of Finance are authorized to issue \$2,000,000 bonds of the City at one time or from time to time under Chapter 249/303 of the Public Laws of 2014, approved by the electors of the City at the general election held on November 4, 2014, in order to meet the foregoing appropriation.

SECTION 3. The said officers from time to time may, subject to and pursuant to Section 9 of Chapter 249/303 of the Public Laws of 2014, apply for, contract for and expend any federal or state advances or other grants or assistance which may be available for the purpose specified in Section 1 hereof.

SECTION 4. The said officers from time to time may issue and refund not exceeding \$2,000,000 interest bearing or discounted notes under Section 3 of Chapter 249/303 of the Public Laws of 2014 in anticipation of the issue of said bonds or in anticipation of the receipt of federal or state aid for the purpose specified in Section 1 hereof.

SECTION 5. The manner of sale and the forms, denominations, maturities, interest rates and other details of the bonds and notes shall be fixed by the said officers. To the extent that the facilities financed are public school facilities, the City may enter into a financing and/or other agreements with the Rhode Island Health and Educational Building Corporation pursuant to Title 45, Chapter 38.1 of the Rhode Island General Laws.

45 SECTION 6. Pending the issue of bonds under Section 2 hereof or pending or in lieu of
46 the issue of notes under Section 4 hereof, the City Treasurer at the written direction of the Mayor
47 may, pursuant to Section 4 of Chapter 249/303 of the Public Laws of 2014, expend funds from
48 the general treasury of the City for the purposes specified in Section 1 hereof. Any advances
49 made under this section shall be repaid without interest from the proceeds of bonds or notes
50 issued hereunder or from the proceeds of applicable federal or state assistance or from other
51 available funds.

52
53 SECTION 7. The Director of Finance and the Mayor are also authorized, empowered
54 and directed, on behalf of the City, to: (i) execute, acknowledge and deliver any and all other
55 documents, certificates or instruments necessary to effectuate such borrowing, including, without
56 limitation, a Preliminary Official Statement, a final Official Statement, all in such form and with
57 such provisions as such officers shall deem advisable; (ii) amend, modify or supplement the
58 bonds or notes any and all other documents, certificates or instruments at any time and from time
59 to time, in such manner and for such purposes as officers shall deem necessary, desirable or
60 advisable; (iii) do and perform all such other acts and things deemed by such officers to be
61 necessary, desirable or advisable with respect to any matters contemplated by this loan order in
62 order to effectuate said borrowing and the intent hereof.

63
64 SECTION 8. The Director of Finance and the Mayor are hereby authorized to take all
65 lawful action necessary under the Internal Revenue Code of 1986, as amended (the "Code") to
66 insure that the interest on the bonds and the notes will be and continue to be excluded from gross
67 income for federal income tax purposes to the extent provided in Section 103 of the Code, and to
68 refrain from taking any action which will cause interest on the bonds or the notes to lose the
69 benefit of exclusion from gross income provided by Section 103(a) of the Code. The Director of
70 Finance and the Mayor are further authorized to take all lawful action necessary or desirable to
71 designate the bonds and the notes as "qualified tax-exempt obligations" within the meaning of
72 Section 265(b)(3) of the Internal Revenue Code.

73
74 SECTION 9. This loan order is an affirmative action of the City Council of the City
75 toward the issuance of bonds or notes in accordance with the purposes of the laws of the State.
76 This loan order constitutes the City's declaration of official intent, pursuant to Treasury
77 Regulation §1.150(2), to reimburse the City for certain capital expenditures for the Project paid
78 on or after the date which is sixty (60) days prior to the date of this resolution but prior to the
79 issuance of the additional bonds or notes. Such amounts to be reimbursed shall not exceed
80 \$2,000,000 and shall be reimbursed not later than eighteen (18) months after (a) the date on
81 which the expenditure is paid or (b) the date the Project is placed in service or abandoned but in
82 no event later than three (3) years after the date the expenditure is paid.

83
84 SECTION 10. The Director of Finance and the Mayor are authorized to take all actions
85 necessary to comply with federal tax and securities laws including Rule 15c2-12 of the Securities
86 and Exchange Commission (the "SEC Rule") and to execute and deliver a Continuing Disclosure
87 Certificate in connection with the bonds or notes in the form as shall be deemed advisable by the
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Director of Finance and the Mayor in order to comply with the SEC Rule. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, as it may be amended from time to time. Notwithstanding any other provision of this loan order or the bonds or notes, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any bondholder or noteholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section and under the Continuing Disclosure Certificate.

SECTION 11. This loan order shall take effect upon its approval by the Mayor after its passage.

This Resolution shall take effect upon its adoption.

Sponsored by Councilman Favicchio, Councilwoman Lee, Councilmen Stycos, Botts, Aceto, Santamaria, Council Majority Leader Archetto, Council Vice-President Farina and Council President Lanni

Finance Committee 12/4/2014

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THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL

**LOAN ORDER AUTHORIZING THE ISSUE OF \$15,000,000 BONDS OF THE CITY TO
FINANCE THE IMPROVEMENT, RENOVATION, REPAIR, ALTERATION AND
EQUIPPING OF SCHOOLS AND SCHOOL FACILITIES IN THE CITY**

No.

Passed:

John E. Lanni, Jr., Council President

RESOLVED that

SECTION 1. The sum of \$15,000,000 is appropriated to finance the improvement, renovation, repair, alteration and equipping of schools and school facilities in the City.

SECTION 2. The Mayor and the Director of Finance are authorized to issue \$15,000,000 bonds of the City at one time or from time to time under Chapter 246/296 of the Public Laws of 2014, approved by the electors of the City at the general election held on November 4, 2014, in order to meet the foregoing appropriation.

SECTION 3. The said officers from time to time may, subject to and pursuant to Section 9 of Chapter 246/296 of the Public Laws of 2014, apply for, contract for and expend any federal or state advances or other grants or assistance which may be available for the purpose specified in Section 1 hereof.

SECTION 4. The said officers from time to time may issue and refund not exceeding \$15,000,000 interest bearing or discounted notes under Section 3 of Chapter 246/296 of the Public Laws of 2014 in anticipation of the issue of said bonds or in anticipation of the receipt of federal or state aid for the purpose specified in Section 1 hereof.

SECTION 5. The manner of sale and the forms, denominations, maturities, interest rates and other details of the bonds and notes shall be fixed by the said officers. The City may enter into a financing and/or other agreements with the Rhode Island Health and Educational Building Corporation pursuant to Title 45, Chapter 38.1 of the Rhode Island General Laws.

SECTION 6. Pending the issue of bonds under Section 2 hereof or pending or in lieu of the issue of notes under Section 4 hereof, the City Treasurer at the written direction of the Mayor may, pursuant to Section 4 of Chapter 246/296 of the Public Laws of 2014, expend funds from the general treasury of the City for the purposes specified in Section 1 hereof. Any advances made under this section shall be repaid without interest from the proceeds of bonds or notes issued hereunder or from the proceeds of applicable federal or state assistance or from other available funds.

45
46 SECTION 7. The Director of Finance and the Mayor are also authorized, empowered
47 and directed, on behalf of the City, to: (i) execute, acknowledge and deliver any and all other
48 documents, certificates or instruments necessary to effectuate such borrowing, including, without
49 limitation, a Preliminary Official Statement, a final Official Statement, all in such form and with
50 such provisions as such officers shall deem advisable; (ii) amend, modify or supplement the
51 bonds or notes any and all other documents, certificates or instruments at any time and from time
52 to time, in such manner and for such purposes as officers shall deem necessary, desirable or
53 advisable; (iii) do and perform all such other acts and things deemed by such officers to be
54 necessary, desirable or advisable with respect to any matters contemplated by this loan order in
55 order to effectuate said borrowing and the intent hereof.

56
57 SECTION 8. The Director of Finance and the Mayor are hereby authorized to take all
58 lawful action necessary under the Internal Revenue Code of 1986, as amended (the "Code") to
59 insure that the interest on the bonds and the notes will be and continue to be excluded from gross
60 income for federal income tax purposes to the extent provided in Section 103 of the Code, and to
61 refrain from taking any action which will cause interest on the bonds or the notes to lose the
62 benefit of exclusion from gross income provided by Section 103(a) of the Code. The Director of
63 Finance and the Mayor are further authorized to take all lawful action necessary or desirable to
64 designate the bonds and the notes as "qualified tax-exempt obligations" within the meaning of
65 Section 265(b)(3) of the Internal Revenue Code.

66
67 SECTION 9. This loan order is an affirmative action of the City Council of the City
68 toward the issuance of bonds or notes in accordance with the purposes of the laws of the State.
69 This loan order constitutes the City's declaration of official intent, pursuant to Treasury
70 Regulation §1.150(2), to reimburse the City for certain capital expenditures for the Project paid
71 on or after the date which is sixty (60) days prior to the date of this resolution but prior to the
72 issuance of the additional bonds or notes. Such amounts to be reimbursed shall not exceed
73 \$15,000,000 and shall be reimbursed not later than eighteen (18) months after (a) the date on
74 which the expenditure is paid or (b) the date the Project is placed in service or abandoned but in
75 no event later than three (3) years after the date the expenditure is paid.

76
77 SECTION 10. The Director of Finance and the Mayor are authorized to take all actions
78 necessary to comply with federal tax and securities laws including Rule 15c2-12 of the Securities
79 and Exchange Commission (the "SEC Rule") and to execute and deliver a Continuing Disclosure
80 Certificate in connection with the bonds or notes in the form as shall be deemed advisable by the
81 Director of Finance and the Mayor in order to comply with the SEC Rule. The City hereby
82 covenants and agrees that it will comply with and carry out all of the provisions of the
83 Continuing Disclosure Certificate, as it may be amended from time to time. Notwithstanding
84 any other provision of this loan order or the bonds or notes, failure of the City to comply with the
85 Continuing Disclosure Certificate shall not be considered an event of default; however, any
86 bondholder or noteholder may take such actions as may be necessary and appropriate, including
87 seeking mandate or specific performance by court order, to cause the City to comply with its
88 obligations under this Section and under the Continuing Disclosure Certificate.

90 SECTION 11. This loan order shall take effect upon its approval by the Mayor after its
91 passage.

92
93 This Resolution shall take effect upon its adoption.

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97 Sponsored by Councilman Favicchio, Councilwoman Lee, Councilmen Stycos, Botts, Aceto,
98 Santamaria, Council Majority Leader Archetto, Council Vice-President Farina and Council

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102 Finance Committee 12/4/2014
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2 THE CITY OF CRANSTON
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4 **RESOLUTION OF THE CITY COUNCIL**
5 **LOAN ORDER AUTHORIZING THE ISSUE OF \$1,200,000 BONDS OF THE CITY**
6 **TO FINANCE THE IMPROVEMENT, RENOVATION, REPAIR, UPGRADING**
7 **AND EQUIPPING OF THE PUBLIC LIBRARY SYSTEM**
8

9 *No.*

10
11 *Passed:*

12
13 *John E. Lanni, Jr., Council President*
14

15 **RESOLVED that**

16 SECTION 1. The sum of \$1,200,000 is appropriated to finance the improvement,
17 renovation, repair, upgrading and equipping of the Public Library System.
18

19 SECTION 2. The Mayor and the Director of Finance are authorized to issue \$1,200,000
20 bonds of the City at one time or from time to time under Chapter 248/302 of the Public Laws of
21 2014, approved by the electors of the City at the general election held on November 4, 2014, in
22 order to meet the foregoing appropriation.
23

24 SECTION 3. The said officers from time to time may, subject to and pursuant to
25 Section 9 of Chapter 248/302 of the Public Laws of 2014, apply for, contract for and expend any
26 federal or state advances or other grants or assistance which may be available for the purpose
27 specified in Section 1 hereof.
28

29 SECTION 4. The said officers from time to time may issue and refund not exceeding
30 \$1,200,000 interest bearing or discounted notes under Section 3 of Chapter 248/302 of the Public
31 Laws of 2014 in anticipation of the issue of said bonds or in anticipation of the receipt of federal
32 or state aid for the purpose specified in Section 1 hereof.
33

34 SECTION 5. The manner of sale and the forms, denominations, maturities, interest
35 rates and other details of the bonds and notes shall be fixed by the said officers.
36

37 SECTION 6. Pending the issue of bonds under Section 2 hereof or pending or in lieu of
38 the issue of notes under Section 4 hereof, the City Treasurer at the written direction of the Mayor
39 may, pursuant to Section 4 of Chapter 248/302 of the Public Laws of 2014, expend funds from
40 the general treasury of the City for the purposes specified in Section 1 hereof. Any advances
41 made under this section shall be repaid without interest from the proceeds of bonds or notes
42 issued hereunder or from the proceeds of applicable federal or state assistance or from other
43 available funds.
44

45 SECTION 7. The Director of Finance and the Mayor are also authorized, empowered
46 and directed, on behalf of the City, to: (i) execute, acknowledge and deliver any and all other
47 documents, certificates or instruments necessary to effectuate such borrowing, including, without
48 limitation, a Preliminary Official Statement, a final Official Statement, all in such form and with
49 such provisions as such officers shall deem advisable; (ii) amend, modify or supplement the
50 bonds or notes any and all other documents, certificates or instruments at any time and from time
51 to time, in such manner and for such purposes as officers shall deem necessary, desirable or
52 advisable; (iii) do and perform all such other acts and things deemed by such officers to be
53 necessary, desirable or advisable with respect to any matters contemplated by this loan order in
54 order to effectuate said borrowing and the intent hereof.

55
56 SECTION 8. The Director of Finance and the Mayor are hereby authorized to take all
57 lawful action necessary under the Internal Revenue Code of 1986, as amended (the "Code") to
58 insure that the interest on the bonds and the notes will be and continue to be excluded from gross
59 income for federal income tax purposes to the extent provided in Section 103 of the Code, and to
60 refrain from taking any action which will cause interest on the bonds or the notes to lose the
61 benefit of exclusion from gross income provided by Section 103(a) of the Code. The Director of
62 Finance and the Mayor are further authorized to take all lawful action necessary or desirable to
63 designate the bonds and the notes as "qualified tax-exempt obligations" within the meaning of
64 Section 265(b)(3) of the Internal Revenue Code.

65
66 SECTION 9. This loan order is an affirmative action of the City Council of the City
67 toward the issuance of bonds or notes in accordance with the purposes of the laws of the State.
68 This loan order constitutes the City's declaration of official intent, pursuant to Treasury
69 Regulation §1.150(2), to reimburse the City for certain capital expenditures for the Project paid
70 on or after the date which is sixty (60) days prior to the date of this resolution but prior to the
71 issuance of the additional bonds or notes. Such amounts to be reimbursed shall not exceed
72 \$1,200,000 and shall be reimbursed not later than eighteen (18) months after (a) the date on
73 which the expenditure is paid or (b) the date the Project is placed in service or abandoned but in
74 no event later than three (3) years after the date the expenditure is paid.

75
76 SECTION 10. The Director of Finance and the Mayor are authorized to take all actions
77 necessary to comply with federal tax and securities laws including Rule 15c2-12 of the Securities
78 and Exchange Commission (the "SEC Rule") and to execute and deliver a Continuing Disclosure
79 Certificate in connection with the bonds or notes in the form as shall be deemed advisable by the
80 Director of Finance and the Mayor in order to comply with the SEC Rule. The City hereby
81 covenants and agrees that it will comply with and carry out all of the provisions of the
82 Continuing Disclosure Certificate, as it may be amended from time to time. Notwithstanding
83 any other provision of this loan order or the bonds or notes, failure of the City to comply with the
84 Continuing Disclosure Certificate shall not be considered an event of default; however, any
85 bondholder or noteholder may take such actions as may be necessary and appropriate, including
86 seeking mandate or specific performance by court order, to cause the City to comply with its
87 obligations under this Section and under the Continuing Disclosure Certificate.

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SECTION 11. This loan order shall take effect upon its approval by the Mayor after its passage.

This Resolution shall take effect upon its adoption.

Sponsored by Councilman Favicchio, Councilwoman Lee, Councilmen Stycos, Botts, Aceto, Santamaria, Council Majority Leader Archetto, Council Vice-President Farina and Council

Finance Committee 12/4/2014

11-14-01

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
 IN AMENDMENT OF CHAPTER 3.04, OF THE CODE OF THE CITY OF
 CRANSTON, 2005, ENTITLED "FISCAL PROVISIONS"
 (Ordinance Fiscal Notes)

No.

Passed:

John E. Lanni, Council President
Approved:

Allan W. Fung, Mayor

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

SECTION 1: Title 3.04.030 Entitled - Fiscal note to be attached to certain ordinances and resolutions shall be amended as follows:

All ordinances and resolutions having an effect on the revenues, expenditures or fiscal liability of the city, except appropriation measures carrying specific dollar amounts, shall be accompanied by a brief explanatory statement or note which sets forth the estimated dollar effect thereof. Such statements or notes shall be ~~known as~~ titled as "fiscal notes," and they shall be inserted at the end of each such ordinance or resolution prior to consideration of the council.

Fiscal notes shall be prepared mathematically correct and, wherever possible, cite effect in dollar amounts for the current fiscal year and for the next succeeding two fiscal years. The impact cited for each fiscal year shall reflect the total amount of change from the unaffected base period. Fiscal notes shall cite all budgetary line items impacted in such format with annual totals, cumulative three year totals and annual incremental year over year totals, and shall be prepared in a format as set forth in the attached exhibit. No comment or opinion relative to merits of the bill shall be included, except that technical or mechanical defects may be noted.

41 Fiscal notes shall be requested by the members of a committee upon receipt by the
 42 committee of any ordinance or resolution.

43 Requests shall be in such form and substance as may be required by the members of
 44 any committee, and shall be made to the director of finance, who shall determine the
 45 department or departments affected by such ordinance or resolution. The director of
 46 finance shall then be responsible, in cooperation with such department or departments,
 47 for the preparation of the fiscal note.

48
 49 **SECTION 2:** This ordinance shall take effect upon its final adoption.

50	51 Positive Endorsement		52 Negative Endorsement (attach reasons)	
53	_____		_____	
54	Christopher Rawson, Solicitor	Date	Christopher Rawson, Solicitor	Date

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 56
 57
 58 Sponsored by Councilman Stycos
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 60 Referred to Finance Committee December 4, 2014

11-14-02

CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF TITLE 17 OF THE CODE OF THE CITY OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "RFD RESIDENTIAL PLANNED DISTRICT"

No.

Passed:

John E. Lanni, Jr., Council President

Approved:

Allan W. Fung, Mayor

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

Section 1. Chapter 17 entitled "Zoning" is hereby amended as follows:

Chapter 17.104 RPD RESIDENTIAL PLANNED DISTRICTS

Sections:

17.104.010 Permitted uses.

17.104.020 Development standards.

17.104.030 Administration.

17.104.010 Permitted uses.

Single-family dwellings, two-family dwellings, townhouses, residential accessory uses, uses permitted in open space and public lands, community centers, recreation facilities and associated structures designed for the sole use of the residents of the development.

17.104.020 Development standards.

A. Location of Structures. Where any part of a single-family dwelling or two-family dwelling is proposed to be located within one hundred (100) feet of an abutting property boundary, such building shall be located so as to comply with the minimum yard dimensions for the underlying

34

35 zoning district as contained in Section 17.20.120. No townhouse in an RPD shall be located
36 within one hundred fifty (150) feet of an abutting property boundary. These requirements may
37 be reduced at the planning commission's discretion where:

38

1. The adjacent land is currently open space and likely to remain so, or

39

2. The planning commission concludes that a substantial and lasting barrier exists
40 which would serve as a buffer to the abutting properties. The buffer need not be
41 buildable land as defined in these regulations.

42

43 B. Minimum Size of Development: The tract of land proposed for an RPD shall have, in
44 addition to the area requirements of subsection 17.96.100(h), the minimal capacity to support six
45 dwelling units in accordance with the underlying zone district regulations.

46

C. Maximum Number of Dwelling Units. The maximum number of dwelling units allowed in
47 an RPD shall not exceed the amount computed using the following formula:

48

The number of dwelling units permitted is equal to the gross area of tract-land
49 unsuitable for development divided by the minimum lot size permitted in zoning district
50 (Section 17.20.110).

51

In no case shall the number of dwelling units permitted in the RPD exceed the number
52 which would be permitted in the zoning district(s) in which the tract lies if developed in the
53 conventional manner.

54

1. Land unsuitable for development shall include:

55

a. ~~Wetlands as defined in Title 2, Chapter 1 of the General Laws of Rhode
56 Island, as amended. As relates to this article, the setback requirements of said
57 title and chapter shall not be considered wetlands.~~

58

b. Existing water bodies.

59

c. Streets, including all areas proposed for public and/or common vehicular
60 access, whether or not intended to be dedicated to the city.

61

d. Land possessing other physical constraints, including, but not limited to
62 areas with slope in excess of fifteen (15) percent, ledge outcrops, cemeteries,
63 etc., which by their nature and severity would preclude conventional
64 development.

65

66 D. Townhouse criteria:

67 1. Not more than four contiguous townhouses shall be built in a row with the same or
 68 approximately the same front line, and not more than eight townhouses shall be
 69 contiguous.

70 2. Each townhouse shall have on its own lot one yard containing not less than four
 71 hundred (400) square feet, reasonably secluded from view from streets or from
 72 neighboring property. Such yards shall not be used for off street parking, garages,
 73 driveways, leachfields or for any accessory building.

74 3. The minimum distance between any two rows of townhouse buildings, substantially
 75 parallel to each other, shall be sixty (60) feet.

76 4. The minimum distance between any two abutting ends of townhouse buildings in the
 77 same general plane or row shall be thirty (30) feet.

78 5. A townhouse development shall not be permitted which by its design and/or location
 79 of structures could conflict with adjacent single-family residences.

80 E. Minimum Lot Requirements. For RPD developments and/or sections of RPD developments
 81 proposed for single and two-family dwellings, the following minimum lot and frontage
 82 requirements shall supersede those set forth in Section 17.20.110 of this title.

Zone District	Single-Family Dwellings Minimum Lot Area (sq. ft.)
A-80	20,000
A-20	10,000
A-12	6,000
A-8	4,000
A-6	4,000
B-1	4,000
B-2	4,000

83

84 Allowance for these minimum lot sizes shall not confer to the applicant any right to
 85 exceed the number of lots which would be permitted in the zoning district(s) in which the tract
 86 lies if developed in a conventional manner.

87

88 F. Open Space. No less than twenty-five (25) percent of the total land area of a residential
89 planned district shall be open space. This figure shall be computed by multiplying the
90 applicant's total adjacent undeveloped land acreage by a factor of .25, exclusive of area covered
91 by existing water bodies and streams. This open space shall not include building lots, street
92 rights-of-way, or land possessing other physical constraints causing it to be unsuitable for
93 residential development.

94 1. At least one-half of the open space of twelve and one-half (12.5) percent of the total
95 land area shall possess no significant constraints to development for active recreation.

96 2. Provisions shall be made to insure that no more than twenty (20) percent of the open
97 space shall be devoted to paved areas and permitted recreation related structures.

98 3. Use of open space shall be subject to site plan review. All physical improvements
99 proposed for the open space area of the project shall be included in the final subdivision
100 plans.

101 4. Minor alterations may be authorized by the planning director after planning
102 commission approval, prior to recording of the plat. Minor alterations include:

103 a. Slight changes in location of physical improvements including accessory
104 buildings, recreation facilities and walkways.

105 b. Slight changes in landscaping and lighting of common areas.

106 5. All other alterations to the open space area of a final subdivision plan shall be
107 considered major alterations and require approval of the planning commission. Major
108 alterations include:

109 a. Relocation of roadways and drainage facilities.

110 b. Addition of new physical facilities.

111 c. Alterations to the natural features or systems.

112 After conveyance of fifty-one (51) percent of lots, major alterations may be
113 permitted by the planning commission with written concurrence of at least two-thirds
114 of the homeowners association membership. No structure on the open space may be
115 located within fifty (50) feet of a residence.

116 6. Access areas to public open space shall be clearly marked.

117 7. Open space may be in one or more parcels.

120 8. Open space may be used for active recreation, passive recreation, buffers,
121 conservation, agriculture, forestry, utilities and drainage facilities. Where utilities and
122 drainage facilities are to be sited in the open space area, adequate access shall be
123 provided so that they may be serviced by city maintenance vehicles, whether or not said
124 facilities are intended to be dedicated to the city.

125 9. Land which has been environmentally damaged prior to final approval shall not be
126 accepted as common open space unless and until the land is returned to reasonable and
127 appropriate condition, to effect the purpose of this chapter.

128 10. Impact Fee Credit. Open space dedication, as required under this chapter, shall not
129 be applied as a credit to the capital facilities development impact fee requirement of
130 Section 15.04.020 of the code with the following exception:

131 a. Where by virtue of its location and size, the planning commission
132 determines a particular parcel to possess significant public value, and the
133 developer is willing to dedicate all or a significant portion of the open space
134 acreage for public access and use, the planning commission may at its
135 discretion waive all or part of the capital facilities development impact fee in
136 return for said dedication.

137 G. Streets. All streets in the RPD which are intended for dedication to the city shall be
138 improved in accordance with specifications outlined in the "Subdivision and Development
139 Regulations, 1989", as amended. Private roads intended for internal circulation and access shall
140 be designed and constructed to support the weight and allow passage of city fire and rescue
141 vehicles. Such roads shall be maintained to control overgrowth of vegetation and periodically
142 resurfaced to maintain a safe and uniform driving surface.

143 *(Prior code § 30-35(b))*

144 **17.104.030 Administration.**

145 The granting of approval of a residential planned district shall take place in the same
146 manner as conventional subdivision approval subject to the specific requirements of this
147 chapter.

148 A. Subdivision Approval. No part of the construction of an RPD shall begin until the
149 plan of such development has been submitted to and granted final approval by the
150 planning commission in accordance with the "Subdivision and Development
151 Regulations, 1989" as amended. The developer shall submit an alternate plan for
152 developing the site as a conventional subdivision at the pre-application and
153 preliminary stages of the subdivision process which shall adhere to all
154 subdivision requirements. This plan shall determine the maximum number of

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157 dwelling units allowable in the RPD unless further restricted by the requirements
 158 of subsections 17.104.020(C) and (E) of this section. In addition to those outlined
 159 herein, the planning commission may establish additional rules and regulations to
 160 govern residential planned districts (RPDs).

161 B. Preapplication Conference. The applicant shall request that the city planning
 162 department arrange a preapplication conference with the representatives of the
 163 planning department, building inspections office and city engineers office prior to
 164 submission of the preliminary subdivision. This conference shall be conducted as
 165 a working session for the purpose of reviewing the options presented by the
 166 applicant and to aid the applicant in refining the plan. Within twenty-one (21)
 167 days after the conference the city planning department shall provide the applicant
 168 with a written summary of the meeting, including recommendations designed to
 169 inform and assist the applicant in preparation of the preliminary subdivision plat.

170 C. Preliminary Submission. In addition to the requirements delineated in the city's
 171 subdivision regulations, the applicant shall submit to the planning commission
 172 the following:

173 1. Site plan indicating the location and orientation of all structures and their
 174 proposed uses. Residential structures shall be identified by the number of
 175 dwelling units proposed for each one.

176 2. Proposed location and treatment of any public or private common open
 177 areas including open spaces, recreation areas, buffers, pedestrian and
 178 automobile access and circulation ways.

179 3. The general treatment proposed for the periphery of the site, including
 180 the approximate amount, location and type of buffering and/or
 181 landscaping and lighting proposed.

182 4. The boundaries of each proposed construction phase or section, if
 183 appropriate.

184 D. Final Submission. In addition to the items listed above and the general
 185 requirements of the city's subdivision regulations, the applicant shall submit the
 186 following:

187 1. A statement of purpose detailing how the intent of this chapter will be
 188 achieved by the proposed RPD, possibly including additional graphics,
 189 descriptions and analyses of the proposed development's impact on
 190 surrounding land uses and on existing public facilities and services.

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2. A narrative outline of proposed RPD stating the land use allocation by type including the acreage of land for single-family, two-family and multi-family housing, total number of lots, total dwelling units, total open space and linear footage of public and private roadway. The applicant shall also identify how necessary services will be provided and whether said services will be publicly or privately owned and operated. The applicant shall also submit an explanation of the beneficial aspects of the proposed site layout.
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3. A narrative explanation and description of all alterations made in the RPD plan since the preliminary submission and the reason(s) for such alterations.
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- E. Ownership of Common Open Space. The required open space shall be owned in common by all landowners in the RPD, with the exception of any land accepted by the planning commission as public open space, park or recreational land. The deed to each lot shall include a fractional interest in the common open space in an amount proportionate to the number of lots in the RPD. The deed shall also include any covenants, restrictions or easements attached to the RPD, each lot, or the common open space and any homeowner's association agreements pertaining thereto.
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1. Open Space Easement. Open space shall be protected against building development and environmental damage by conveying to the city an open space easement restricting all common open areas against future building and against removal of soil, trees and other natural features, except as is consistent with conservation, recreation, agricultural uses or uses accessory to permitted uses.
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- F. Homeowner's Association.
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1. The applicant or developer shall provide for and establish a homeowner's association as a nonprofit organization or other legal entity under the laws of Rhode Island for the use, care and maintenance of all such lands and improvements. Membership in the association shall be mandatory for all landowners within the RPD, and each owner shall be entitled to equal representation. The association shall be formed prior to conveyance of the first lot.
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2. Such organization shall be created by covenants and restrictions running with the land and shall be responsible for the perpetuation, maintenance and function of all common lands, uses and facilities. These covenants shall become part of the deed to each lot or parcel within the development.

230 3. Such organization shall not be dissolved without the prior approval of the
231 planning commission, nor shall such organization dispose of any
232 common open space, by sale or otherwise, except to an organization
233 conceived and organized to own and/or maintain the common open space
234 and approved by the planning commission.

235 4.

236 In the event the association fails to maintain any common open space, recreation area,
237 landscaping area or other improvements, including private roadways, drainage systems and so
238 on, the city may enter into said development and perform the necessary work and charge the
239 costs, including attorneys' fees to the association.

240 Section 2. This Ordinance shall take effect on its final adoption.

241	Positive Endorsement	Negative Endorsement (attach reasons)
242	_____	_____
243	Christopher Rawson, City Solicitor Date	Christopher Rawson, City Solicitor Date

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246 Sponsored by: Council Vice-President Farina

247 Referred to Ordinance Committee January 15, 2015

-NOVEMBER 24, 2014-

XIII. MISCELLANEOUS BUSINESS ON CLERK'S DESK

None.

The meeting adjourned at 9:20 P.M.



Maria Medeiros Wall, JD, City Clerk



Rosalba Zanni
Assistant City Clerk/Clerk of Committees

(See Stenographic Notes of Ron Ronzio, Stenotypist)