

COLLECTIVE BARGAINING AGREEMENT

**BY AND BETWEEN
THE**

CITY OF CRANSTON

AND

LIUNA, LOCAL UNION 1322

FOR THE TERM

JULY 1, 2009 THROUGH JUNE 30, 2012

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INTRODUCTION

This Agreement entered into this 1st day of July, 2009 by and between the City of Cranston, Rhode Island, hereinafter referred to as the "EMPLOYER" and the Rhode Island Laborers' District Council on behalf of Local Union 1322, Providence, Rhode Island, of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as 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 that 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 designate 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.

ARTICLE 1

UNION RECOGNITION AND UNION SECURITY

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all Employees in the classifications and categories of work covered by this Agreement for the purpose of Collective Bargaining as provided by the Rhode Island State Labor Relations Act of 1941, as amended, and so certified after election conducted by the Rhode Island State Labor Relations Board in Case No. EE-3241 in those classifications as follows:

Highway Division: All Labor Equipment Operators, Light Equipment Operators, Skilled Laborers, Garage Clerk, Radio Dispatcher, Principal Traffic Safety Technician and Traffic Safety Technician, Recycle Coordinator, and Mason

Building Maintenance: All Master Electricians, Journeyman Electricians, Apprentice Electricians, Master Plumber, Journeyman Plumber, Apprentice Plumber, Carpenters, Senior Maintenance Men/Painter, Maintenance Men, Painters and Custodians/Skilled Laborers.

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

Fleet Maintenance: All Auto Mechanics, Principal Mechanics, Assistant Mechanics/VIN Verification Inspector.

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

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

Section 4. The failure of any employee to maintain membership or pay the service charge required of non-members in accordance with the terms of the Agreement, shall be considered a ground for dismissal under the provisions of the Charter of the City of Cranston, and upon notification by the Union of such failure on the part of any employee, the City agrees to discharge such employee, provided however, that nothing contained herein shall be construed so as to place any obligation upon the City to discharge any employees for 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 5. The City shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the weekly dues of the Union or the service charges provided herein. Such deductions shall be made on the first and second pay period each month for which they are due and shall be forwarded to the Secretary-Treasurer of the Union monthly, together with a check-off list setting forth the names of the employees and the amount of deduction. If any employee has no earnings due for that paycheck, the Union shall be responsible for collecting said dues. The Union will give the City thirty (30) days notice of any change in the amount of uniform dues to be deducted.

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

Section 7. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability and for all legal costs excluding costs incurred by the City of Cranston Law Department that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

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

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

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

1. Those with temporary status.
2. Those with probationary status.
3. Those with permanent status with the least amount of seniority.

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

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

Section 11. In the event of a Reduction in Workforce is required the most junior employee in the bargaining unit shall be subject to layoff. The employee thus affected may exercise his or her seniority in any equal or lower rate of classification provided that he or she

has the ability to perform the duties of the classification. Ability to perform the duties of the classification shall mean the ability to perform the duties of the classification at their break in period of five working days. Similarly, an employee who has been downgraded or laid off as a result of reduction in workforce shall be recalled to his or her former classification in accordance with his or her seniority.

ARTICLE 2

HOURS OF WORK AND OVERTIME

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

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

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

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

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

F. No Pyramiding. Compensation shall not be paid more than once for the same hours, under any provisions of this Article.

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

Whenever an employee is requested to work overtime and after that employee has worked a total of five hours since his last break, whether said break was a lunch break or the time when the employee was called back to work, and after each such 5-hour period thereafter he shall be entitled to a one-half hour break with pay as if that one-half hour period had been worked, provided, however, before said employee is entitled to said break he shall have worked a minimum of two hours overtime since his last break, and be scheduled to return to work

following the break. (For the purposes of determining the 5-hour period referred to above, breaks shall not be included.)

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

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

I. Whenever the employer requires sweeping operations after 3pm such assignment shall be offered to the most senior employees in the classifications; if such employees do not want to bid for the evening assignment, then the employer shall assign the least senior employees in the classifications to perform such work on the evening shift or shifts.

ARTICLE 3

SCHEDULE OF WAGES

A. Employees covered by this Agreement shall be paid the salary or hourly wages designated for the position held by the employee in accordance with the City of Cranston Pay Plan in the salary range or hourly wage range assigned to the position for the fiscal years July 1, 2008 through June 30, 2009; July 1, 2009 through June 30, 2010; and July 1, 2010 through June 30, 2011, with any step increase within the range which the employee may be entitled to receive. Said hourly rates or salaries for the fiscal years named above, are set forth on the Schedules attached to this Agreement. There shall be a sixth (6th) step in the Union's salary schedule. Employees are eligible for the sixth step after serving at least one year in the previous step.

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

July 1, 2009 – June 29, 2010	\$0.00/hr raise
June 30, 2010 – June 29, 2011	2.9% on base salary
June 20, 2011 – June 29, 2012	3% on base salary

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

<u>Premium Type</u>	<u>Amount per hour</u>
CDL (obtained and maintained)	\$0.75
Hoister's License	\$0.20
Class A (limited to 5 members of bargaining unit in any fiscal year)	\$0.25
ASE certification	\$0.10 for each certification
2 nd shift differential (except street sweepers)	\$0.25

3rd shift differential (except street sweepers)

\$0.20

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

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

ARTICLE 4

LONGEVITY PAY

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

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

<u>Percentage Annual Salary</u>	<u>Years of Service</u>
5%	4 to less than 7 years
6%	7 to less than 12 years
7%	12 to less than 17 years
8%	17 years or over

ARTICLE 5

SENIORITY, PROMOTION AND PROBATIONARY PERIOD

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

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

Union stewards shall be considered senior in service in their respective division or department for layoff purposes only.

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

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

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

- (a) When an employee has been discharged for just cause;
- (b) When an employee voluntarily terminates his employment;
- (c) When an employee exceeds an authorized leave of absence;
- (d) When an employee engages in other work without authorization while on leave of absence.

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

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

(1) Overtime. Except for custodian overtime shall be offered in the first instance to the most senior man in the particular job classification which has been given the overtime work. Thereafter, the next senior man in that classification will be offered overtime until all men in that particular classification have had an opportunity to work overtime. As relates to custodians overtime shall be offered in the first instance to the most senior man at the particular building site for which overtime work will be given. Thereafter will be offered to the most senior man in the particular job classification. Whenever an employee refuses to work overtime, for a good cause, he shall be allowed an opportunity to work overtime the next time overtime occurs for employees of that classification. The City retains discretion to determine whether good cause exists for refusing overtime work. If an employee refuses overtime work without good cause, he shall lose his turn in rotation, but shall be allowed an opportunity to work overtime when his name next comes in rotation.

(2) Call-Back. During emergency situations when employees are being called back to work, the City shall callback to work employees in accordance with the above sub-paragraph and Article XVII.A.

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

(4) The City shall establish a seniority list for all employees of the Department of Public Works, excepting Highway Division, and of the Recreation Department, which list shall provide for seniority by job classification and seniority by the division without the Department of Public Works and the amount of overtime worked by each employee on the list.

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

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

(1) Overtime which shall be offered in the first instance to the most senior man in the particular job classification in which the overtime work is to be performed. Thereafter, the next senior man in that classification or qualified to perform in that classification will be offered overtime until all men in that particular classification or qualified to perform in that classification have had an opportunity to work overtime. An overtime list shall be maintained by the City which shall be posted at the beginning of each pay period. Whenever an employee refuses to work overtime, for good cause, he shall be allowed an opportunity to work overtime the next time overtime work occurs for employees in that classification. If an employee refuses overtime work, without good cause, he shall lose his turn in rotation but shall be allowed the opportunity to work overtime when his name next comes in rotation. The same procedure shall apply to the emergency snow storm list, as well as for purposes of providing for a skeleton crew to work during any shutdown of the division.

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

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

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

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

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

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

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

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

ARTICLE 6

HOLIDAYS

Section 1. Effective July 1, 2008, all employees covered by this Agreement shall be paid the regular rate of pay for each of the following designated holidays:

Victory Day

New Year's Day

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

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

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

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

Section 5. Personal Days. Employees are entitled to three (3) personal days per year for the term of this agreement. Discharge of personal days must be scheduled and approved by the City and discharged during a calendar year. The City agrees to not unreasonably withhold such authorization.

ARTICLE 7

VACATION LEAVE

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

Years of Continuous
Service Completed

Days of Vacations