

Memorandum of Agreement between the City of Cranston and Rhode Island Laborers'  
District Council on behalf of Local Union 1322

This memorandum of agreement is entered into by and between the City of Cranston ("City") and Local 1322 ("Union").

Whereas the City of Cranston is facing extreme fiscal challenges; and

Whereas the City and Union have engaged in collective bargaining with a view to obtaining financial concessions to the City; and

Whereas the City and Union have met and conferred on various dates commencing in January, 2009 through June, 2009; and

Whereas the City and Union are desirous to memorialize the terms of their agreement,

Now Therefore it is hereby agreed as follows:

1. Article 3 – Section B - The following raises will be provided to all members of the bargaining unit:
  - The Union agrees to forego a salary increase from July 1, 2009 through June 29, 2010. – 0%
  - June 30, 2010 – 2.9%
  - June 30, 2011 – 3% (Extra year of the agreement)
2. Article 12 – Health and Welfare – The PPO plan will include the following: \$10.00 co-pay for office visits and specialists, \$25.00 for urgent care, and \$100.00 for Emergency Room. However, the \$100 emergency room co-pay shall be waived if the member or his family member is admitted to the hospital following the visit. Additionally, if there is no urgent care center open, the member may seek a waiver of the \$100 emergency room co-pay from the City, less the \$25.00 urgent care co-pay.
3. Article 13 – Section 1 – Effective July 1, 2010, the Employer shall contribute to the Industrial Fund the sum of one dollar, fifteen cents (\$1.15) for each hour compensated by employees covered under this Agreement.
4. Article 15 – Section 2 – Clothing Allowance - The union hereby waives without any limitations or restrictions the uniform allowance for each member for the period commencing July 1, 2009 through June 30, 2012.
5. Article 24 – Legal Services Fund – For the period commencing July 1, 2009 through June 30, 2012, the employer agrees to contribute five cents (\$.05) per hour for each hour worked by each employee covered by this agreement to the "Rhode Island Public Service Employees' Legal Services Fund", established by a declaration of trust dated September 20, 1974. Said fund shall be administered by a Board of Trustees selected by the Union.

6. The union agrees to suspend any past practice of vacation buy-back through June 30, 2012.
7. Appendix A – Amended to reflect wage increases as follows:
  - Effective July 1, 2009 – No wage increase (0%)
  - Effective June 30, 2010 – The Employer agrees to increase wages for all employees two and 9/10 percent over their current rate of pay as of June 29, 2010. (2.9%)
  - Effective June 30, 2011 – The Employer agrees to increase wages for all employees three percent over their current rate of pay as of June 29, 2011. (3%)
8. Except as specifically and expressly set forth in the Memorandum of Agreement and subject to the ratification procedures of both parties to this Memorandum of Agreement, all of the terms and conditions in the existing collective bargaining agreement (dated July 1, 2008 to June 30, 2011) shall continue and remain in effect and are incorporated by reference as if fully reproduced herein.
9. In consideration of the financial concessions included herein, in the event of further reductions of the work force except for reductions occasioned by retirement, voluntary resignation, or termination for the period commencing July 1, 2009 through June 30, 2011, the concessions herein shall be rescinded. Nothing herein shall be construed to constitute a waiver of the City's rights under the City Charter.
10. The Union and City shall enter into a collective bargaining agreement incorporating the above described agreements for the time period commencing July 1, 2009 through June 30, 2012. That Collective Bargaining Agreement shall be subject to ratification by the City Council and the membership of the Union.

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Mayor - City of Cranston

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RI Laborers Local 1322

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Date

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Date