

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
RATIFYING THE LIUNA (LABORERS INTERNATIONAL UNION OF NORTH
AMERICA) CONTRACT, LOCAL UNION 1322
(FY July 1, 2015-June 30, 2018)

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. The City of Cranston has through its corporate officials, bargained collectively with the LIUNA (Laborers International Union of North America), Local 1322, which is the certified bargaining representative of municipal laborers as set forth in the contract; and the Union and the City of Cranston have reached an understanding respecting the terms of a contract resulting from concession bargaining.

Section 2. That the agreement in writing between the City of Cranston and the Local 1322, a copy of which is attached hereto and made a part hereof, is hereby ratified, confirmed and approved by this City Council.

Section 3. That except as modified by the terms of the aforesaid agreement, the City of Cranston shall retain all powers vested in it by law and its charter over the management, regulation and control of said city municipal laborers.

Section 4. This Ordinance shall take effect upon its final adoption.

Positive Endorsement

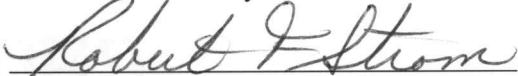
Negative Endorsement (attach reasons)

 Christopher M. Rawson, Solicitor Date

 Christopher M. Rawson, Solicitor Date

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3 **Fiscal Note**
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5 I hereby certify that it is anticipated that sufficient funds will be available to fund this
6 contract, and I have provided a fiscal impact analysis, in accordance with Sec. 3.04.152
7 of the Cranston City Code.

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10 Robert F. Strom, Director of Finance
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15 Sponsored by Mayor Allan W. Fung
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17 Referred to Finance Committee October 15, 2015

LIUNA Contract Proposal

	FY 2016		FY2017		FY2018		TOTAL	
	.70/HR.	3.45%	.75/HR.	3.70%	.85/HR.	4.18%		
SALARY (76 ees)	\$110,656		\$118,560		\$134,368		\$363,584	11.33%
Salary Reduction of 3 ees for 1/2 year	(\$64,367)						(\$64,367)	
Salary Reduction of 3 ees for 1/2 year & 6 for full year			(\$320,488)				(\$320,488)	
Salary Increase of 3 ees at Step 1			\$125,118				125,118	
Salary Increase of 3 ees at Step 1					\$130,422		130,422	
Pension Contribution 10.86%	\$5,027		(\$8,342)		\$28,756		\$25,441	
LIUNA Pension Increase	\$24,960		\$26,520		\$29,640		\$81,120	
Longevity Increase	\$0		\$2,921		\$3,130		\$6,051	
Payroll Taxes (7.66%)	\$3,991		(\$6,551)		\$20,773		\$19,213	
Pesticide License (.50/HR.)	\$1,040		\$0		\$0		\$1,040	
CDL Trainer (.50/HR.)	\$1,040		\$0		\$0		\$1,040	
Clothing Allowance (\$50-600)	\$3,800		\$0		\$0		\$3,800	
76 ees								
Retiree Health & Dental for 1 year	\$27,709		\$127,506		\$0		\$155,215	
9 ees @ 15% Co-Share								
New Employees Health & Dental Cost @ 20%			(\$3,260)		(\$5,870)		(\$9,130)	
Health & Dental Increases for FY 17 & FY18	\$0		(\$4,640)		(\$7,954)		(\$12,594)	
FY 17 (16%), FY 18 (17.5%)								
Health & Dental Savings for 3 ees not hired until 7/1/18					(\$53,787)		(\$53,787)	
Legal Service Increase	\$152		\$0		\$0		\$152	
76 ees (40hrs. X .05)								
Total for ADMIN Proposal	\$114,008		\$58,344		\$279,478		\$451,830	

TENTATIVE AGREEMENT
THE CITY OF CRANSTON AND LIUNA LOCAL 1322

RECEIVED
15 SEP 25 PM 12:58
CRANSTON
CITY CLERK

This Tentative Agreement is made and entered into this ____ day of September, 2015 by and between the City of Cranston ("City") and Local 1322, Laborers International Union of North America ("Union").

WHEREAS, the parties have conducted good faith negotiations pursuant to R.I. Gen. Laws. §28-7 et seq. and §28-9.2 et seq.;

WHEREAS, the parties' negotiations have resulted in this Tentative Agreement for a Collective Bargaining Agreement, which Agreement shall be effective from July 1, 2014 to June 30, 2017, and thereafter as provided;

WHEREAS, the Collective Bargaining Agreement resulting from the Tentative Agreement shall be subject to ratification by both the City's and Union's authorized ratifying bodies; and

WHEREAS, the parties hereby desire to codify their agreement and be bound by the same.

WHEREAS, except as modified by this tentative agreement the collective bargaining agreement dated July 1, 2012 to June 30, 2015 shall remain in full force and effect.

THEREFORE, the parties agree as follows:

The parties acknowledge and agree that the enforceability of this Tentative Agreement is subject to ratification by the Cranston City Council and members of the Union and that the failure of either the City Council or the Union membership to ratify this Tentative Agreement shall make this entire agreement null and void.

Said collective bargaining agreement between the City and the Union dated July 1, 2012 through June 30, 2015 is hereby modified as follows:

1. Section 1 and Section 10 of Article 1 are amended as follows:

ARTICLE 1
UNION RECOGNITION AND UNION SECURITY

Section 1. The City hereby recognizes and acknowledges the Union as the sole and exclusive bargaining representative of all bargaining unit employees for collective bargaining concerning hours, salary, working conditions, and all other terms and conditions of employment.

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

Department of Public Works, Building Maintenance Division: All ~~Master Electricians, Journeyman Electricians, Apprentice Electricians~~ Senior Electrician, Electricians, Master Plumber, Journeyman Plumber, ~~Apprentice Plumber,~~ Plumber, HVAC/Plumber's Apprentice, and Carpenters, Senior Maintenance Men/Painter, Maintenance Men, Painters and Custodians/Skilled Laborers.

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

Department of Public Works, Fleet Maintenance Division: All Auto Mechanics, Principal Mechanics, Assistant Mechanics/VIN Verification Inspector.

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~~ eighteen months from the date of layoff. Seniority shall occur to such employee while he or she is on the reemployment list.

2. Article 3 is amended as follows:

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's Pay Plan in the salary range or hourly wage range assigned to the position for the fiscal years July 1, ~~2012~~2015 through June 30, ~~2013~~2016; July 1, ~~2013~~2016 through June 30, ~~2014~~2017; and July 1, ~~2014~~2017 through June 30, ~~2015~~2018 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 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 this bargaining agreement:

July 1, 2012 2015 – June 30, 2013 2016	\$0.55 70 /hr raise
July 1, 2013 2016 – June 30, 2014 2017	\$0.60 75 /hr raise
July 1, 2014 2017 – June 30, 2015 2018	\$0.70 85 /hr raise

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

<u>Premium Type</u>	<u>Amount per hour</u>
CDL (obtained and maintained)	\$1.00
CDL Trainer/Instructor (no more than one employee at any given time)	\$ <u>.50</u>
Hoister's License	\$0.30
Licensed Pesticide Applicator (no more than one employee at any given time)	\$ <u>.50</u>
Class A (limited to 5 members of bargaining unit in any fiscal year)	\$0.30
ASE certification	\$0.10 for each certification
Camera Truck (While in Use)	\$0.75
2 nd shift differential (except street sweepers)	\$0.75
3 rd shift differential (except street sweepers)	\$0.70

3. Paragraph (4) of Section 5 of Article 5 is amended as follows:

(4) The City shall establish a seniority list for all employees of the Department of Public Works, excepting the Highway Division, and of the Department of Parks and Recreation, which lists shall provide for seniority by job classification and seniority by the division within 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.

Employees are responsible for providing accurate and up-to-date contact information to be included on overtime call back lists. Union representatives shall cooperate with the City to review and update call backs lists regularly and the City shall not be responsible to an employee for loss of overtime pay due to a missed call resulting from inaccurate information on a call back list.

4. Paragraph (2) of Section 6 of Article 5 is amended as follows:

(2) Call-Back. Call-back concerning the positions of light equipment operator, ~~equipment operator,~~ skilled laborer, and laborer equipment operator shall be subject to Article 16 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.

5. Article 5 is amended to include a new Section 7 of as follows:

When the City posts notice of a written promotional examination for a position within the Union, the City shall also provide information, when available, on the availability of study guides and materials relevant to the written promotional examination. The cost of acquiring any such study guides or materials shall be the sole responsibility of the current or prospective employee and if no such study guides or materials are available, then the City shall provide the general topic(s) of the questions to be included on such written examination. All candidates shall be allowed thirty days following the posting of such information to prepare for a written promotional examination.

6. Paragraph A of Article 7 is amended as follows:

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 continuous 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
1 year	10
2 years	12
3-4 years	16
5-9 years	19
10-19 years	24
20 years or more	25

In those years when an employee's anniversary date entitles him/her to additional vacation allotment, he may take such additional allotment at any time during that calendar year.

Vacation leave for probationary employees shall be calculated in accordance with the following procedure:

Newly hired probationary employees shall not accrue sick leave, vacation leave, or seniority until the successful completion of the probationary period, at which time such entitlements shall accrue retroactive to the first date of employment.

A new employee who begins his or her probationary period on or before June 1st of any year shall accrue 5 vacation days upon successful completion of the 6 month probationary period. Said

employee shall accrue an additional .83 vacation days per month for each month thereafter, up to and including December of such calendar year. On January 1st of the following calendar year, said employee shall accrue his or her regular allotment of 10 vacation days.

A new employee who begins his or her probationary period after June 1st of any year shall accrue 5 vacation days upon successful completion of the 6 month probationary period. Said employee shall accrue .83 vacation days per month for each month thereafter, up to and including December of the calendar year in which the probationary period ends. On January 1st of the following calendar year, said employee shall accrue his or her regular allotment of 10 vacation days.

7. Paragraphs A), B), and C) of Article 12 are amended as follows:

ARTICLE 12 HEALTH AND WELFARE

A) The City agrees to offer a Preferred Provider Organization (PPO) plan for each member of the Union and his family. Each employee shall pay a percentage of the monthly working rate for the City for the plan chosen, deducted bi-weekly from the employee's paycheck. For all employees hired prior to July 1, 1995, the co-share percentage will be 15% for Year 1 (7/1/12 to 6/30/13), 16% in Year 2 (FY 7/1/13 to 6/30/14), and 17.5% in Year 3 (FY 7/1/14 to 6/30/15) of this agreement through 6/30/15. For employees hired after July 1, 1995, the co-share will remain at 20% for the entire term of the agreement. The PPO plan will include the following: \$15 co-pays for office visits and specialists, \$35.00 for Urgent Care, and \$100.00 for Emergency Room. However, the \$100.00 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 \$100.00 emergency room co-pay from the City, less the \$35.00 urgent care co-pay.

B) The prescription drug plan will entail a \$7/\$15/\$40 co-pay (\$7 for generic, \$15 for preferred brand names, and \$40 for non-preferred drugs). Mail order prescriptions for a 90-day supply will be subject to two-and-a-half times (2.5x) the retail co-pay for a normal 30-day supply.

C) As an alternative, the employee may participate in a high deductible, portable, individual health savings account plan (HSA), pursuant to changes in federal tax code made possible by the Medicare Modernization Act of 2003. An HSA is a financial account that an employee can use to accumulate tax-free funds to pay for qualified health care expenses. Under these plans, individuals or families participate in high deductible consumer-driven health plans (CDHPs). Employees may contribute pre-tax dollars into their individual HSAs to pay for medical expenses up to the deductible amount. Once the deductible is reached, the employee and/or his family is covered under the major medical provision established in the PPO plan referenced above at 100% co-insurance. Employees opting for an HSA **family** plan will have an annual deductible of \$4,000, of which (\$2,100) will be deposited to the employee's HSA by the City on or about January 1 of each contract year in Years 2 (FY 7/1/13 to 6/30/14) and 3 (FY 7/1/14 to 6/30/15) of this agreement. ~~In Year 1 (FY 7/1/12 to 6/30/13), the City will contribute \$2,100 toward the employee's HSA.~~ Employees who choose the HSA option under an **individual** plan will have an annual deductible of \$2,000, of which (\$1,100) will be deposited by the City on behalf of the

employee on or about January 1 of each contract year in Years 2 (FY 7/1/13 to 6/30/14) and 3 (FY 7/1/14 to 6/30/15) of this agreement, and \$1,100 in Year 1 (FY 7/1/12 to 6/30/13). Employees opting for the HSA individual or family plan will be offered the same negotiated prescription rates from the healthcare provider as those under the PPO plan referenced in Section B above; however, employees will be responsible for the full cost of prescription drugs until the annual deductible is met. Thereafter, the prescriptions are paid by the City as part of the 100% co-insurance.

D) The City also agrees to provide individual or family dental coverage to a maximum of \$2,000 effective July 1, 2012~~2015~~. For all employees hired prior to July 1, 1995, employees will contribute 15% of the monthly working rates in Year 1 (FY 7/1/12~~7/1/15~~ – 6/30/13~~6/30/16~~), 15~~16~~% in Year 2 (FY 7/1/13~~7/1/16~~ – 6/30/14~~6/30/17~~), and 15~~17.5~~% in Year 3 (7/1/14~~7/1/17~~ – 6/30/15~~6/30/18~~), prorated and payable through pre-taxed payroll deductions at each pay period. For employees hired after July 1, 1995, the co-share will remain at 20% for the entire term of the agreement.

8. Section 2 and Section 3 of Article 16 are amended as follows:

Section 2. ~~The Union agrees to waive without any limitations or restrictions the uniform allowance for each member for the period commencing July 1, 2012 through June 30, 2015.~~

~~The concession agreed to by the union and the city in the previous contract effective 7/1/2009 – 6/30/2012 to waive uniform allowance during that period will be restored in this agreement. The city agrees to provide an annual uniform allowance for each member of the bargaining unit in the amount of \$550.00~~600.00~~ in Years 1, and in the amount of \$600 per year in years 2 and 3 of this agreement. Year 1 will be paid on ratification of this agreement through 6/30/2013 and years 2 and 3 will be paid on or about December 1st, 2013~~2016~~ and December 1st, 2014~~2017~~ respectfully.~~

Uniform allowances for probationary employees successfully completing their probation period shall be paid on a prorated basis for the first year.

Section 3. Lockers. ~~With the exception of the employees of the Engineering Division, t~~~~The City~~ agrees to supply lockers to all employees of the bargaining unit. This provision will be operable only in the event that the City is able to obtain surplus lockers at no cost to the City and the City agrees to make a diligent effort to obtain such lockers.

9. Article 16 is amended to add a new Section 7 as follows:

Section 7. No employee of the Division of Building Maintenance who is a member of the Union shall be required to work alone in an unoccupied building during second or third shift.

10. Section 2 of Article 17 is amended as follows:

Section 2. Other than as set forth above, when the outdoor temperature rises above 91 degrees or descends to less than 19 degrees Fahrenheit, as indicated from the official temperature gauge at Western Hills Middle School for the City of Cranston by the NOAA National Weather Service web site or, the wind

chill factor reaches bitter cold, -4 Fahrenheit, as set forth in the Standard NOAA Wind Chill Chart, the Union shall notify the director or acting Director of Public Works, Highway, Building Maintenance, Fleet Maintenance, Public Safety or the Director of Recreation as the case may be, to excuse employees from outside work. Said employees may be reassigned to alternative job assignments consistent with job assignments otherwise performed by members of the union anywhere better temperature conditions exist. 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.

11. Article 18 is amended as follows:

ARTICLE 18 CALL BACK PAY

A. All employees are subject to call back for emergencies and must make themselves available as declared by the Mayor or designee. Employees called back during emergencies shall be compensated for at least ~~three-four~~ (34) hours of overtime pay, and such called-back employees shall be required to work for the ~~three-four~~ (34) hours if required by the division head, ~~except that all employees that are called back between December 1 through March 31, shall be compensated for at least four (4) hours of overtime pay.~~ All duly qualified and licensed employees who are members of the Union shall be afforded an opportunity work in snow removal operations prior to the City utilizing private vendors, subject to the availability of City-owned equipment to be operated by such employees.

12. The first sentence of Article 25 is amended as follows:

ARTICLE 25 LEGAL SERVICES FUND

In order to provide employees and their dependents with assistance in defraying the cost of legal counsel, the employer agrees to contribute ten cents (\$0.~~01~~0) 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.

13. Article 18 is amended as follows:

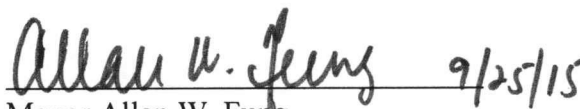
ARTICLE 29 DURATION OF AGREEMENT

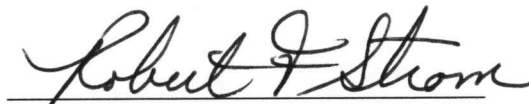
The provisions of this Agreement will be effective July 1, ~~2012~~2015 and will continue in full force and effect until June 30, ~~2015~~2018. This Agreement shall remain in effect until midnight of June 30, ~~2015~~2018, and shall be automatically renewed thereafter from year to year unless notice of termination or a desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date.

14. ADDENDUM NUMBER ONE TO COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF CRANSTON AND THE RHODE ISLAND LABORERS' DISTRICT COUNCIL On behalf of LOCAL UNION 1322 is deleted in its entirety and replaced by an addendum substantially the same in form and substance to the attached Exhibit A.
15. The City and the Union agree to execute a Memorandum of Understanding to be effective upon ratification of this Tentative Agreement substantially the same in form and substance to the attached Exhibit B.
16. The Union has requested and the City has agreed to reclassify and upgrade one position within the Department of Parks and Recreation to reflect new and increased duties and responsibilities associated with this position.

IN WITNESS WHEREOF, the City of Cranston has caused this Tentative Agreement to be executed by its Mayor and Director of Finance hereunto duly authorized, the day and year first above written and the said Local 1322, Laborers International Union of North America, has caused this instrument to be signed by its Business Manager, hereunto duly authorized the day and year first above written.

CITY OF CRANSTON:


Mayor Allan W. Fung


Finance Director, Robert Strom

Local 1322, Laborers International
Union of North America

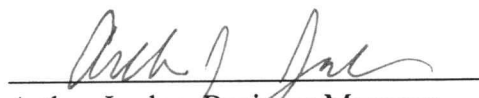

Arthur Jordan, Business Manager

EXHIBIT A

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF CRANSTON

And

THE RHODE ISLAND LABORERS' DISTRICT COUNCIL

On behalf of LOCAL UNION 1322

Agreement dated: July 1, 2015 – June 30, 2018

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 supercede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund of One Dollar (\$1.54) and Fifty-Fours cents per hour shall be increased by 10% to the rate of One Dollar (\$1.70) Seventy Cents per hour effective January 1, 2016. Effective January 1, 2017 the rate shall be increased by 10% to the rate of One Dollar (\$1.87) Eighty-Seven Cents per hour. January 1, 2018 the rate shall be increased to Two Dollars (\$2.06) Six Cents per hour (rounded to the nearest penny).
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 pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$ 5,000 or less and for the Fund's \$5,000 death benefit.
 - (c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
5. This Addendum shall be effective as of January 1, 2015 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:

CITY OF CRANSTON

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

EXHIBIT B

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN LOCAL 1322, LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, AND THE CITY OF CRANSTON

This Agreement is made and entered into this ____ day of _____, 2015, by and between Local 1322, Laborers' International Union of North American ("Laborers") and the City of Cranston ("City").

WHEREAS, the Laborers and the City have negotiated in good to reach a mutually acceptable collective bargaining agreement for the period from July 1, 2015 through June 30, 2018; and

WHEREAS, representatives of the Laborers have communicated that members of the union who have reached voluntary retirement age would be inclined to retire from active employment if those members were assured continuing access to health coverage benefits for a period of one year; and

WHEREAS, under the collective bargaining agreement, some members of the Laborers are "grandfathered" with compensation and benefits that are not available to newer employees, including longevity pay, pension benefits, and reduced health insurance co-share costs and as a result, the retirement of said employees would produce long-term fiscal savings to the City; and

WHEREAS, the retirement of members of the Laborers who have reached the voluntary retirement age also would produce immediate fiscal savings to the City in the form of lower salary payments, increased health insurance co-share payments, and reduced retirement contributions; and

WHEREAS, said retirements would benefit remaining union members by providing opportunity for advancement into positions of greater responsibility; and

THEREFORE, in recognition of the mutual benefits described herein the Laborers and the City agree as follows:

1. Any Union member who retires after the date of ratification of this Agreement but not later than June 30, 2017 shall be eligible to receive health and dental benefits according to the same terms and conditions set forth in Article 12 of the Collective Bargaining Agreement effective as of July 1, 2015 between the Laborers and the City as if employed by the City for a period of one year following said employee's date of retirement.

2. For purposes of this Agreement, retirement shall mean voluntary retirement of a city employee who is a member of the Union and who is eligible to receive pension benefits from the Employee Retirement System of Rhode Island.
3. By mutual agreement, in writing, the City and the Union may extend the period of time during which members may be eligible to receive post-retirement health benefits under this Agreement beyond June 30, 2017.