

# **CRANSTON SCHOOL COMMITTEE MEETING**

**WEDNESDAY, AUGUST 17, 2011**

**HOPE HIGHLANDS ELEMENTARY SCHOOL**

**300 HOPE ROAD, CRANSTON, RI**

**EXECUTIVE SESSION: 4:30 P.M.**

**IMMEDIATELY FOLLOWED BY PUBLIC MEETING**

## **AMENDED AGENDA**

**1. Call to order – 4:30 p.m. – Convene to Executive Session Pursuant to RI State Laws PL 42-46-5(a)(1) Personnel; (Teacher termination hearing); (Discussion of Superintendent’s Evaluation); PL 42-46-5(a)(2) Collective Bargaining and Litigation (Contract Negotiations’ Update – Bus Drivers / Trades People / Mechanics, Custodians); (Teacher Negotiations; Teacher Assistants/Technical Assistants/Bus Aides Negotiations), (Secretary Negotiations); (Consideration of litigation options and legal options regarding status of aid to education appropriation and legal advice relating to the same).**

**2. Executive Session**

**3. Call to Order – Public Session**

**4. Roll Call – Quorum**

**5. Executive Session Minutes Sealed – August 17, 2011**

**6. Executive Session Minutes Sealed – August 9, 2011**

**7. Public Acknowledgements/Communications**

**8. Chairperson’s Communications**

**a. Carolyn Dias – RIDE – Chief of Operations**

**Cynthia Brown – Sr. Finance Officer – Data & Analysis**

**9. Superintendent's Communications**

**10. School Committee Communications**

**11. Public Hearing**

**a. Students (Agenda/Non-agenda Matters)**

**b. Members of the Public (Agenda Matters Only)**

**12. Consent Calendar / Consent Agenda**

## **ADMINISTRATION**

### **PERSONNEL**

**NO. 11-8-01 – RESOLVED, that at the recommendation of the Superintendent, the retirement(s) of the following non-certified personnel be accepted:**

**Pia Vartabedian, Secretary**

**Cranston East**

**Effective Date...August 16, 2011**

**Linda Russian, Secretary**

**Cranston West**

**Effective Date...August 16, 2011**

**NO. 11-8-02 – Be it resolved, that the Extension Agreement between the Cranston School Committee and the Rhode Island Laborers’ District Council on behalf of Local Union 1322 of the Laborers’ International Union of North America, AFL-CIO, be approved. (Fiscal Impact Analysis and Final Extension Agreement attached).**

**13. Action Calendar / Action Agenda**

**14. New Business**

**15. Announcement of Future Meetings – August 22, 2011**

**16. Adjournment**

**School Committee members who are unable to attend this meeting are asked to notify the Chairperson in advance.**

**Interested persons and the public at large, upon advance notice, will be given a fair opportunity to be heard at said meeting on the items proposed on the Agenda.**

**Individuals requesting interpreter services for the hearing impaired must notify the Superintendent’s Office at 270-8170 72 hours in advance of hearing date.**

**Any changes in the agenda pursuant to RIGL 42-46-6(e) will be posted on the school district’s website at [www.cpsed.net](http://www.cpsed.net), Cranston Public Schools’ administration building, 845 Park Ave., Cranston, RI; and Cranston City Hall, 869 Park Ave., Cranston, RI and will be**

electronically filed with the Secretary of State at least forty-eight hours (48) in advance of the meeting.

**CRANSTON PUBLIC SCHOOLS  
FISCAL IMPACT STATEMENT  
BUS DRIVERS  
2011 - 2013**

**CATEGORY 2011-2012 2012-2013**

**RAISE (A) 0 0**

**STEPS (FREEZE) 40,383 84,843**

**NON-CERTIFIED PENSION 2,383 13,202**

**LABORERS PENSION (B) 5,143 6,172**

**FICA 2,504 5,260**

**MEDICARE 586 1,230**

**INCREASE IN COST-SHARING (C) 102,883 150,469**

**PLAN DESIGN CHANGES (D) 26,795 32,154**

**ELIMINATION OF HOLIDAYS (4) 40,180 40,180**

**ELIMINATION OF 4TH WEEK VACATION 25,810 25,810**

**EMPLOYEE TURNOVER (E) 30,681 30,681**

**CHANGE IN HEALTH-CARE COVERAGE (F) 23,989 26,388**

**301,336 416,389**

**SUMMARY 717,725**

## **ASSUMPTIONS**

### **(A) - RAISE**

**2011-2012 = 0%**

**2012-2013 = 0%**

### **(B) - PENSION SURCHARGE BEING PAID BY EMPLOYEE**

**2011-2012 = 10 MONTHS**

**2012-2013 = FULL YEAR**

### **(C) - COST-SHARING**

**2011-2012 = 20% (10 MOS.)**

**2012-2013 = 20% (10% INCR. IN HEALTH RATES, 5% INCR. IN  
DENTAL RATES)**

### **(D) - INCREASE IN MEDICAL CO-PAYS**

**2011-2012 = 10 MONTHS**

**2012-2013 = FULL YEAR**

**(E) - USE OF PROBATIONARY EMPLOYEE FOR ONE YEAR PERIOD  
(NO BENEFITS)**

**(F) - TWO CURRENT EMPLOYEES DROPPING/CHANGING HEALTH  
COVERAGE**

**OFFERED BY UNION, BUT VOLUNTARY/NON-CONTRACTUAL**

**1 - FAMILY TO INDIVIDUAL**

**1 - FAMILY TO NO COVERAGE**

**(COVERAGE MAY BE REINSTATED DURING LIFE OF  
CONTRACT)**

## **EXTENSION AGREEMENT**

**The CRANSTON SCHOOL COMMITTEE (hereafter referred to as "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 as "LOCAL 1322") resolve the current collective bargaining by modifying and extending the existing COLLECTIVE BARGAINING AGREEMENT (hereafter referred to as the "AGREEMENT") that covered the term of July 1,2008 through June 30, 2011 in the following manner:**

- 1. TERM OF EXTENSION.** The AGREEMENT shall be extended for an additional term of two years and shall expire on June 30, 2013.
- 2. SALARY SCHEDULE ADJUSTMENT.** The Salary Schedule shall be adjusted by deleting the salary provisions in the existing AGREEMENT and replacing the same with the attached Salary Schedule (Exhibit A), the terms of which are hereby incorporated by reference. These changes shall be effective the first pay period following ratification of this AGREEMENT between the Committee and Local 1322.
- 3. STEPS.** There will be no step increases and the steps will be frozen for the duration of this AGREEMENT. These changes shall be effective the first pay period following ratification of this AGREEMENT between the Committee and Local 1322.
- 4. ARTICLE XIII ENTITLED "HEALTH INSURANCE"** will be amended to provide that the health plan will be changed as set forth in Exhibit B, the terms of which are hereby incorporated by reference, and all Bargaining Unit members will be responsible for a twenty (20%) percent cost share effective the first pay period following ratification of this Agreement by the Committee and Local 1322. The dental insurance plan shall remain the same. However, all Bargaining Unit members will be responsible for twenty (20%) percent cost share based upon their plan effective the first pay period following ratification of this Agreement by the Committee and Local 1322. The

**twenty (20%) percent cost share for the Health Plan and Dental Plan shall be in effect for the 2011-2012 contract year. With regard to 2012-2013, the Bargaining Unit members will pay the same cost share that is in effect for the teachers, but not more than twenty (20%) percent.**

**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 shall be reduced from family coverage to individual coverage. These coverage changes will take place effective the first pay period following ratification of this Agreement by the Committee and Local 1322.**

**5. HOLIDAYS/VACATION. For the term of this Agreement, the holiday schedule as set forth in Article XVII shall be adjusted to reflect that in the contract year of 2011-2012 no Bargaining Unit member will be entitled to be paid for Rosh Hashanah, Columbus Day and Presidents' Day and for contract year 2012-2013, no Bargaining Unit member will be paid for Rosh Hashanah, Yom Kippur, and Presidents' Day.**

**With regard to vacation, any Bargaining Unit member, except for the trades people, entitled to four (4) weeks' vacation under the prior**

**contract will no longer be entitled to a fourth week of vacation and no other Bargaining Unit member will be entitled to a fourth week of vacation during the term of this AGREEMENT.**

**These changes will take effect upon ratification of this AGREEMENT by the Committee and Local 1322.**

**6. LEAVES OF ABSENCE. Article XII Leaves of Absence shall be amended so that members of the Bargaining Unit shall accrue only one (1) day of sick leave per month during the school year, provided the members of the Bargaining Unit work ninety (90%) percent of the month. Accrued sick days/sick banks for all Bargaining Unit members shall be frozen effective the first pay period following ratification of this Agreement by the Committee and Local 1322 as listed in Exhibit C, hereby incorporated by reference, and no unused sick days shall be allowed to accumulate or be added during the term of this AGREEMENT for purposes of the 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 has accumulated. Notwithstanding the above, Bargaining Unit members may accrue up to five (5) days of unused sick time, but as stated above, this will not be counted as part of the payout at the end of their term.**

**Further, any Bargaining Unit member who achieves perfect attendance during a contract year shall be entitled to two (2) days of pay.**

**These changes will take effect upon ratification of this AGREEMENT by the Committee and Local 1322.**

**7. SELECTION AND APPOINTMENT.** Article III regarding selection and appointment shall be amended to provide that any new employees hired as bus drivers as of July 1, 2011 and for the term of this AGREEMENT shall be one (1) year probationary, non-union employees. These employees will not receive any benefits that Bargaining Unit members are entitled to and will not be required to pay Union dues.

**Article V Payroll Deductions shall also be adjusted to reflect the fact that these probationary, non-union employees will not be required to pay Union dues.**

**These changes will take effect upon ratification of this Agreement by the Committee and Local 1322.**

**8. ARTICLE V PAYROLL DEDUCTIONS.** Article V regarding payroll deductions shall be amended adding that with regard to the Laborers' National (Industrial) Pension Fund, the Cranston Public Schools will

only be responsible to pay the regular monthly contributions (presently \$.54 per hour). Participating Bargaining Unit employees will 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. The Indemnification and Hold Harmless clause in the prior contract shall be amended to add that the Union shall indemnify and hold harmless the Cranston Public Schools for any claims of ERISA violations as a result of these payroll deductions. These changes will be effective the first pay period following ratification of this AGREEMENT by the Committee and Local 1322.

9. ARTICLE XIII RHODE ISLAND DEPARTMENT OF EDUCATION STATE-WIDE TRANSPORTATION & THE CITY OF CRANSTON'S CONSOLIDATION PLAN is hereby deleted. In its place will be the following:

#### **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 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.**

#### **10. ARTICLE XII RHODE ISLAND LABORERS' PUBLIC SERVICE EMPLOYEES'**

**LEGAL SERVICES FUND is hereby deleted. Five (\$.05) cents per hour previously paid for the legal services fund is now added to the employees' salary as set forth in the Salary**

**Schedule, Exhibit A. These changes will be effective the first pay period following ratification of this AGREEMENT by the Committee and Local 1322.**

**11. EFFECT ON OTHER AGREEMENT PROVISIONS. All other terms and conditions of the existing AGREEMENT not specifically modified in this EXTENSION AGREEMENT**

shall remain in full force and effect during the extension term running through June 30, 2013.

All agreed upon changes or modifications to the existing AGREEMENT are incorporated into this EXTENSION AGREEMENT and there are no other understandings, representations or promises between the parties.

12. RATIFICATION. This EXTENSION AGREEMENT has been negotiated in good faith by the bargaining negotiation representatives of both the COMMITTEE and the LOCAL 1322 and is subject to ratification by the Cranston School Committee, the Cranston City Council and by the members of LOCAL 1322. The parties hereto agree to convene their respective constituencies as soon as practicable for the purpose of ratifying the EXTENSION AGREEMENT.

IN WITNESS WHEREOF, the parties set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CRANSTON SCHOOL COMMITTEE The Rhode Island Laborers'

**District Council on Behalf of Local  
Union 1322 of the Laborers'  
International Union of North America,  
AFL-CIO**

**By:\_\_\_\_\_ By:\_\_\_\_\_**

**Extension Agreement 8.16.11**

**EXHIBIT A**

**BUS DRIVERS**

**2011-2012 2012-2013**

**STEP 1 \$14.31 \$14.31**

**STEP 2 \$14.59 \$14.59**

**STEP 3 \$14.89 \$14.89**

**STEP 4 \$15.18 \$15.18**

**STEP 5 \$15.48 \$15.48**

**STEP 6 \$15.80 \$15.80**

**STEP 7 \$16.00 \$16.00**

**STEP 8 \$16.32 \$16.32**

**STEP 9 \$16.65 \$16.65**

**STEP 10 \$16.98 \$16.98**

**MECHANICS**

**2011-2012 2012-2013**

**STEP 1 \$17.79 \$17.79**  
**STEP 2 \$18.29 \$18.29**  
**STEP 3 \$18.73 \$18.73**  
**STEP 4 \$19.20 \$19.20**  
**STEP 5 \$19.64 \$19.64**  
**STEP 6 \$20.14 \$20.14**  
**STEP 7 \$20.38 \$20.38**  
**STEP 8 \$20.78 \$20.78**  
**STEP 9 \$21.20 \$21.20**  
**STEP 10 \$21.62 \$21.62**

## **ELECTRICIAN / HV AC / PLUMBER**

**2011-2012 2012-2013**  
**STEP 1 \$19.63 \$19.63**  
**STEP 2 \$20.68 \$20.68**  
**STEP 3 \$21.75 \$21.75**  
**STEP 4 \$22.80 \$22.80**  
**STEP 5 \$23.86 \$23.86**  
**STEP 6 \$24.92 \$24.92**  
**STEP 7 \$25.98 \$25.98**  
**STEP 8 \$26.51 \$26.51**  
**STEP 9 \$27.02 \$27.02**  
**STEP 10 \$27.56 \$27.56**

**CARPENTER / MASON**

**2011-2012**

**2012-2013**

**STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6 STEP 7 STEP 8 STEP 9  
STEP 10**

**\$18.51 \$19.46 \$20.45 \$21.85 \$22.41 \$23.41 \$24.39 \$24.87 \$25.35 \$25.87**

**\$18.51 \$19.46 \$20.45 \$21.85 \$22.41 \$23.41 \$24.39 \$24.87 \$25.35 \$25.87**

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**EXHIBIT B**

**EXHIBIT B**

## **BENEFIT/COVERAGE SUMMARY**

### **OF STANDARD PPO PLAN**

**(More specific benefits/coverage is set forth under the Subscriber Agreement in effect during the life of the Contract)**

#### **COVERAGE GUIDELINES:**

**50% coverage of OP BRCD for RI or other plans non-network PPO providers; 80% coverage all other RI or other plans non-network PPO providers up to an OOP maximum \$3000 1/3 per family per calendar year aggregate hospital & surgical-med LOB excluding pedi/IVF/BH/CD; coverage infertility treatment**

#### **HOSPITAL COVERAGE:**

- \* Unlimited days of care (includes medical/surgical and inpatient mental health care)**
- \* Semi-private room**
- \* Emergency room care (no authorization required)**
- \* \$100 emergency room care co-payment (waived if admitted)**

#### **SURGICAL/MEDICAL COVERAGE:**

- \* \$25 chiropractic visit co-payment ( 12 visits)**
- \* Durable medical equipment (80% coverage; no dollar maximum)**
- \* Diagnostic tests, lab & x-ray coverage including mammograms & pap tests**
- \* Office visit coverage**

- \* **Inpatient! outpatient surgery, anesthesia coverage**
- \* **Maternity care**
- \* **\$25 office visit co-payment per individual session for outpatient behavioral health/chemical dependency .**
  
- \* **\$25 office visit co-payment per group session for outpatient behavioral health/chemical dependency**
- \* **\$15 primary care office visit co-payment**
- \* **\$25 office visit co-payment for allergy & dermatology**
- \* **\$50 office visit for urgent care**
- \* **Injectable prescription drugs covered**
- \* **80% coverage to major medical-like benefits when packaged with preferred Rx opt 2 home infusion, home care, prosthetic, DME, PDN, cardiac rehabilitation, ambulance, prof. ther., inj., oxy, supplies, submitted injectables**

#### **PREVENTATIVE CARE:**

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

#### **PRESCRIPTIONS:**

- \* **\$5 (generic drugs), \$15 (preferred brand names), and \$30 (non-preferred brand name list that may have generic or brand name alternatives): 34-day supply**

## **MISCELLANEOUS BENEFITS:**

- \* Student coverage to age 24**
- \* No lifetime maximum**
- \* 80% coverage for outpatient labs and x-rays from a hospital non-network provider**
- \* Mandatory organ transplant coverage: 100% coverage for eligible costs associated with kidney, cornea, allogenic bone marrow, heart, lung, and liver, pancreas, and small intestine transplants.**
- \* Radiation therapy services paid in full (non-network 80% after deductible)**
  
- \* \$200 deductible per person (3 per family maximum) per calendar year for services rendered by RI non-network providers or other plans non-network PPO providers**
- \* Managed benefits program: authorization is obtained from providers who participate directly with the healthcare carrier; members responsible for obtaining preauthorization when using the health care carrier's PPO providers who do not participate directly with the healthcare carrier or from non-network providers**
- \* Routine eye exams: \$25 co-payment - one routine exam per year at network providers (medically necessary exams as needed); reimbursed at the health care carrier's allowance minus a \$25 co-payment at non-participating optometrists/ophthalmologists; 80% after deductible for non-participating routine exams only**
- \* Outpatient chemical dependency: limited to 30 hours per member,**

**per calendar year for facility based or office based counseling**

**\* Physical, speech & occupational therapy - outpatient: 100% coverage after a hospital stay in the outpatient department; 80% coverage in a provider's office**

**\* Private duty nursing & ambulance: 80% coverage**

**\* Municipal ground ambulance: reimbursement based on healthcare carrier's allowance and subject to any applicable co-payment, co-insurance and/or deductibles; members responsible for balances over the healthcare carrier's allowance when using non-participating municipal ambulance companies**

**\* Air and water ambulance: reimbursement based on the healthcare carrier's allowance and subject to any applicable co-payment, co-insurance, and/or deductibles; maximum benefit of \$3,000 per occurrence applies; members responsible for any charges exceeding \$3,000 maximum**

**\* Home & hospice care: 100% coverage in lieu of hospitalization; included doctor, nurse, home health aide visits and home infusion therapy; non-network 80% after deductible**

**\* Dependent coverage: spouse and unmarried children through the year in which they turn age -----**

**\* Inpatient chemical dependency: Detox - up to five (5) admissions or 30 days in any calendar year, whichever comes first; rehab - hospital or community residential care services for chemical dependency treatment covered up to 30 days in any calendar year; outpatient - up to 30 visits per member, per calendar year; mental health - medication**

**visits are unlimited**

## **AFFIDAVIT OF DOMESTIC PARTNERSHIP**

**The purpose of this Affidavit is to qualify a domestic partner for receipt of any medical coverage and benefits to which a teacher's spouse and/or family members are entitled.**

**1. We hereby certify that as domestic partners, we have an exclusive mutual commitment similar to marriage and that we meet the following criteria.**

**a. We have been each other's domestic partner and have shared a common residence and we have every intention of remaining indefinitely in the relationship.**

**b. Neither of us is married to anyone else.**

**c. We are jointly responsible for each other's common welfare and basic living expenses. .**

**d. We are both at least 18 years old and are mentally competent to consent to contract.**

**e. We are by law adults and not related by blood closer than would bar marriage in our state of legal residence.**

**f. Our domestic relationship is not illegal.**

**2. We agree to notify the Cranston School Department if the status of this relationship changes, including termination of**

**the relationship or failure to meet any of the above criteria, by filing a Change of Status form no later than thirty days from the date of such change. It is understood that if this domestic partnership is terminated, a subsequent Declaration of Domestic Partnership cannot be filed until the later of 12 months after filing a Change of Status form or 12 months after coverage has been canceled.**

**3. I understand that under current tax regulations, the Cranston Public Schools is required by the Internal Revenue Service to report as taxable (imputed) income, the premium value of the company's contribution to the benefit plan related to covering any partner or any partner's dependent children.**

**If your domestic partner and his/her dependent children are considered my "dependents" as defined under Section 152(a) (9) of the Internal Revenue Code. I will need to complete the Tax Certification of Dependency form.**

**4. We understand that the coverage~ elected will remain in effect until any of the following occurs:**

**The next plan year in which coverage is changed; termination from benefit plan due to ineligibility takes place; the domestic partnership is terminated; the death of the enrolled domestic partner; or a change in the eligibility status of my partner's children (if applicable)**

**takes place.**

**1. We understand that the information contained in this Affidavit is confidential and is being provided for the sole purpose of determining eligibility of benefits.**

**2. We affirm that the statements attested to in this Affidavit are true and correct to the best of our knowledge. We understand that we are responsible for reimbursing the Cranston School Committee for any expenses incurred, as a result of any knowingly false or misleading statement contained in this Affidavit. It is further understood that a deliberate**

**false statement could result in disciplinary or legal action, including termination of employment at Cranston Public Schools.**

**Employee Signature**

**Domestic Partner Signature**

**Date:**

**Date:**

-1

**Emp. S.S. Number**

-1

**Dom. Partner S.S. Number3**

**EXHIBIT C**

**Unused Benefits As Of Date: 06/30/2011**

<b>3979 Abujade (Fiske), Mary</b>	<b>E Driver 09/07/2005 Not</b>
<b>Applicable True 4.00 -10.00 0.00 0.00</b>	
<b>1458 Albertson, Kathleen</b>	<b>Driver 01/11/1993 Not</b>
<b>Applicable True 148.00 5.00 0.00 0.00</b>	
<b>387 Amadio, Audrey</b>	<b>L Driver 01/12/1998 Not</b>
<b>Applicable True 39.50 0.00 0.00 0.00</b>	
<b>3106 Andreoli, Barbara</b>	<b>I Driver 03/18/2003 Not</b>
<b>Applicable True 64.50 0.00 0.00 0.00</b>	

1469 Angell,		Susan Driver 09/18/1990 Not
Applicable True 106.50 5.00 0.00 0.00		
1357 Antoni,	Sandra	L Driver 11/15/1976 Not
Applicable True 180.00 5.00 0.00 0.00		
1666 Arruda,		Linda Driver 04/26/1982 Not
Applicable True 180.00 5.00 0.00 0.00		
1351 Aubin,	Donna	M Driver 10/20/1987 Not
Applicable True 134.00 5.00 0.00 0.00		
3429 Barbero,	Kevin	J Driver 11/18/2003 Not
Applicable True 74.50 5.00 0.00 0.00		
2886 Bernardo,		Valerie Driver 09/04/2002 Not
Applicable True 70.50 -5.00 0.00 0.00		
1730 Broughton,		Christina Driver 09/20/1988 Not
Applicable True 157.50 5.00 0.00 0.00		
3360 Caetano,		Lisa Driver OS/24/2011 Not
Applicable True 4.00 0.00 0.00 0.00		
2217 Camp,	Richard	T Driver OS/22/2007 Not
Applicable True 17.50 0.00 0.00 0.00		
4917 Caruso,		Amanda Driver 11/23/2010 Not
Applicable True 16.00 0.00 0.00 0.00		
1550 Cook,		Marilyn Driver 01/12/1998 Not
Applicable True 44.00 0.00 0.00 0.00		
1491 Croft,		Dawn Driver 08/28/1996 Not
Applicable True 60.00 5.00 0.00 0.00		
1078 Cronan	(Fortes, Christine	L Driver 03/10/1980 Not
Applicable True 11.50 5.00 0.00 0.00		

3444 Dale,	Lori Driver 10/01/2003 Not
Applicable True 1.00 5.00 0.00 0.00	
1904 Dellaposta,	Regina Driver 09/14/1998 Not
Applicable True 92.50 -5.00 0.00 0.00	
4289 Divers,	Louis Driver 09/07/2005 Not
Applicable True 103.00 0.00 0.00 0.00	
4519 Divona, Stephen	R Driver OS/22/2007 Not
Applicable True 52.00 0.00 0.00 0.00	
822 Donahay,	Jennifer Driver 03/22/1999 Not
Applicable True 180.00 -5.00 0.00 0.00	
804 Dulac,	Laurie Driver 10/16/1995 Not
Applicable True 141.50 5.00 0.00 0.00	
247 Ekelund,	Charlayne Driver 01/12/1998 Not
Applicable True 180.00 0.00 0.00 0.00	
304 Emma,	Janice Driver 10/19/1992 Not
Applicable True 0.00 5.00 -1.00 0.00	
2868 Fernandez,	Ray Driver 03/19/2002 Not
Applicable True 169.50 0.00 0.00 0.00	
323 Ferry, Edward H Bus	Mechanic 08/24/1981 Not
Applicable True 106.00 3.50 0.00 0.00	
1476 Fitzgerald, Robert J Bus	Mechanic 11/21/1989 Not
Applicable True 98.50 -1.00 0.00 0.00	
685 Fontaine,	Carol Driver 10/24/1979 Not
Applicable True 68.00 5.00 0.00 0.00	
570 Ford, Marjorie	J Driver 10/18/1977 Not
Applicable True 158.50 5.00 0.00 0.00	

3660 Fredrick,	Gail	A Driver 11/20/2006 Not
Applicable True 31.50 0.00 0.00 0.00		
2601 Furtado,		Manuel Driver 10/16/2001 Not
Applicable True 55.50 0.00 0.00 0.00		
2270 Giblin,		Eldora Driver 01/08/2001 Not
Applicable True 10.00 0.00 0.00 0.00		
2181 Goff,		Robert Driver 01/08/2001 Not
Applicable True 0.00 0.00 0.00 0.00		
1878 Gorman,		Tami Driver 10/19/1992 Not
Applicable True 173.00 5.00 0.00. 0.00		
741 Griffin,	Darlene	A Driver 09/15/1997 Not
Applicable True 167.00 -5.00 -0.50 0.00		
3581 Griswold	(Schulenberger),	Driver 03/16/2004 Not
Applicable True 67.50 5.00 0.00 0.00		
4322 Hackett,	Nancy	G Driver 09/26/2005 Not
Applicable True 13.50 0.00 0.00 0.00		
303 Hawksley,	Diane	A Driver 10/18/1993 Not
Applicable True 165.00 5.00 0.00 0.00		
2555 Iacobucci,		Lisa Driver 09/17/2001 Not
Applicable True 10.00 -5.00 0.00 0.00		
400 Ianniello,		Charlene Driver 09/13/1999 Not
Applicable True 180.00 -5.00 0.00 0.00		
2139 Izzo,		Michael Driver 05/17/1999 Not
Applicable True 94.00 0.00 0.00 0.00		
5403 Jeff,	Gerald	J Driver 10/16/2006 Not
Applicable True 73.00 0.00 0.00 0.00		

177 Kingsley,		Dale Driver 09/15/1994 Not
Applicable True 6.50 5.00 0.00 0.00		
306 Lake,	Joanne	M Driver 09/20/1988 Not
Applicable True 10.00 5.00 0.00 0.00		
1816 Landry,	Lori	A Driver 09/20/1988 Not
Applicable True 1.50 5.00 0.00 0.00		
83 Lataille	(Oden),	Theresa Driver 09/14/1998 Not
Applicable True 82.00 -5.00 0.00 0.00		
385 Lembo	(Carlucci), Peggy	L Driver 12/15/1986 Not
Applicable True 70.50 5.00 0.00 0.00		
3890 Manzi,		Carole Driver 09/07/2005 Not
Applicable True 0.00 -10.00 0.00 0.00		
1495 Mattera,	Patricia	A Driver 10/16/1995 Not
Applicable True 100.00 5.00 0.00 0.00		
3298 Matteson,	Cherri	A Driver OS/20/2003 Not
Applicable True 22.50 0.00 0.00 0.00		
4311 McDonald,	Jayne	M Driver 09/15/2005 Not
Applicable True 91.50 0.00 0.00 0.00		

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3041 McGinity,	Toni	M Driver 09/16/2003 Not
Applicable True 2.00 0.00 0.00 0.00		
396 Menard,		Kelly Driver 09/13/1999 Not
Applicable True 20.50 -5.00 0.00 0.00		

1966 Messere,		Robyn Driver 09/06/2000 Not
Applicable True 107.00 0.00 0.00 0.00		
1118 Mesyna,	Rachel	M Driver 02/12/1991 Not
Applicable True 180.00 5.00 0.00 0.00		
2639 Millar,	Elizabeth	A Driver 03/06/2006 Not
Applicable True 81.00 0.00 0.00 0.00		
2395 Moore	(Ead),	Shelly Driver 09/17/2001 Not
Applicable True 16.00 0.00 0.00 0.00		
3954 Notardonato,	Jane	E Driver 09/07/2005 Not
Applicable True 111.00 -10.00 0.00 0.00		
3677 Omara,	Raymond	D Driver 01/11/2005 Not
Applicable True 42.50 5.00 0.00 0.00		
1741 Page,	Lynne	P Driver 09/15/1994 Not
Applicable True 123.50 5.00 0.00 0.00		
3802 Paraisio,	James	J Driver 01/11/2005 Not
Applicable True 124.00 0.00 0.00 0.00		
1818 Pascale,		Kimberlee Driver 10/18/1999 Not
Applicable True 27.00 0.00 0.00 0.00		
3781 Pelland,	Paula	D Driver 09/07/2005 Not
Applicable True 65.50 -10.00 0.00 0.00		
1509 Pelland,	Tammy	A Driver 10/20/1987 Not
Applicable True 35.00 5.00 0.00 0.00		
378 Pellegrino,		Carolyn Driver 09/14/1998 Not
Applicable True 107.00 -5.00 0.00 0.00		
273 Pennacchia,	Marilyn	L Driver 11/18/1991 Not
Applicable True 85.00 5.00 0.00 0.00		

1098 Pezza,	Donna	L Driver 09/23/1986	Not
Applicable True 104.50 5.00 0.00 0.00			
1482 Resendes,		Carrie Driver 09/13/1999	Not
Applicable True 0.00 -5.00 0.00 0.00			
4412 Ricaldy,	Aldo	R Driver 02/15/2006	Not
Applicable True 34.50 0.00 0.00 0.00			
902 Roche,		Patricia Driver 05/16/1994	Not
Applicable True 153.00 5.00 0.00 0.00			
4700 Ruggiero,		Ermano Driver 11/20/2007	Not
Applicable True 50.00 -10.00 0.00 0.00			
4269 5aban,	Salvador	R Driver 11/15/2005	Not
Applicable True 101.00 -5.00 0.00 0.00			
677 Saillant,		Cynthia Driver 09/13/1999	Not
Applicable True 8.50 -10.00 0.00 0.00			
4427 Scapinakis,		Karin Driver 10/16/2006	Not
Applicable True 20.50 0.00 0.00 0.00			
4434 Sheridan,	Kristin	M Driver 10/16/2006	Not
Applicable True 7.50 0.00 0.00 0.00			
886 Smith,	Jean	C Driver 12/17/1973	Not
Applicable True 12.50 5.00 0.00 0.00			
1407 Sock (Wentzel),	Deborah	L Driver 09/18/1989	Not
Applicable True 14.50 5.00 0.00 0.00			
349 Torregrossa,		Annemarie Driver 10/15/1979	Not
Applicable True 108.00 5.00 0.00 0.00			
1806 Tourony,		Antoinette Driver 09/13/1999	Not
Applicable True 113.50 -5.00 0.00 0.00			

3569 Vallesi,	Jeannine	M Driver	12/16/2003	Not	
Applicable True	106.00	5.00	0.00	0.00	
5260 Walker,	Joseph	E Bus	Mechanic	09/21/2009	Not
Applicable True	23.00	-4.00	0.00	0.00	
732 Werchadlo,		Maureen	Driver	09/23/1986	Not
Applicable True	116.00	5.00	0.00	0.00	

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Unused Benefits As Of Date: 07/01/2011

4019 Buteau,		Roger	Tradesmen	11/22/2004
Plant True	44.00	0.00	0.00	0.00
340 DaH,		Dennis	Tradesmen	03/20/1979
Plant True	158.50	1.50	0.00	0.00
4892 Femino,	Joseph	A	Tradesmen	12/10/2007
Plant True	81.50	-1.00	0.00	0.00
285 Hogan,		Stephen	Tradesmen	10/18/1988
Plant True	107.50	1.00	0.00	0.00
501 Lastarza,		Louis	Tradesmen	03/08/1993
Plant True	67.00	19.00	0.00	0.00
1837 Musco,	Paul	M	Tradesmen	05/13/1996

**Plant True 180.00 8.00 0.00 0.00**

**2723 Schiappa,**

**Franco Tradesmen 02/26/2001**

**Plant True 39.00 1.00 0.00 0.00**

**3123 Tougas, Ronald**

**R Tradesmen 03/11/2002**

**Plant True 180.00 0.00 0.00 0.00**

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**EXHIBIT D**

**ADDENDUM 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 ("PP A"); and**

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

**Whereas, the Plan in accordance with the PP A, 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 Fifty-Four (.54~) cents per hour shall be increased by 10% to the rate of Sixty (.60~) Cents per hour with said increase(s) to be an assignment of employee's wages effective the first pay period following ratification of the Collective Bargaining Agreement between the parties by the Committee, Local 1322 and the Cranston City Council. On each anniversary of that effective date for the term of the collective bargaining agreement, and any renewals or extensions thereof, the contribution rate then in effect shall be increased by another 10% compounded annually (rounded to the nearest penny) with said increase(s) to be an assignment of employee's wages.**

**3.**

**With regard to benefits under the Pension fund, the Plan's Preferred Schedule**

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**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 PP A 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 the first pay period following ratification of the Collective Bargaining Agreement between the parties by the Committee, Local 1322 and the Cranston City Council 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:**

**FOR THE UNION:**

**CRANSTON SCHOOL COMMITTEE**

**RI LABORERS' DISTRICT COUNCIL on behalf of LOCAL UNION 1322**

**Ronald R. Coia, Business Manager**

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**LOCAL UNION 1322**

**Arthur J. Jordan, Business Manager**

**Witness**

**Witness**

**P:\Active Clients\RFC files\CRANSTON SCHOOL DISTRICT\NEGOTIATIONS\Local 1322 Bus Drivers Negotiations 2011 11-4388\Addendum to CBA 8.12.II.wpd**

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