CONTRACT BETWEEN

R.I. COUNCIL 94, AFSCME, AFL-CIO LOCAL 1012

AND

THE CITY OF PAWTUCKET, RHODE ISLAND

JULY 1, 2014 TO JUNE 30, 2017

IN CITY COUNCIL
INTRODUCED AND REFERRED TO FINANCE COMMITTEE

11/5/2014

CLERK

IN FINANCE COMMITTEE
COMMITTEE RECOMMENDS APPROVAL

11/17/2014

CHAIR

IN CITY COUNCIL

11/17/2014

RATIFIED ON A ROLL CALL VOTE, AS FOLLOW

AYES 9 NOES 0

CLERK

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THE CITY OF PAWTUCKET, RHODE ISLAND

JULY 1, 2014 - JUNE 30, 2017

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AGREEMENT

This Agreement entered into between the City of Pawtucket, Rhode Island, hereinafter referred to as the "Employer" and Rhode Island Council 94, of the American Federation of State, County and Municipal Employees, AFL-CIO, on behalf of the City of Pawtucket Municipal Employees, hereinafter referred to as the "Union", and Local 1012.

PURPOSE

It is the purpose of this agreement to encourage and promote a harmonious and cooperative relationship between the City and its employees by providing for procedures which will facilitate free and frequent communications between the City and the employees of the City of Pawtucket.

ARTICLE I
RECOGNITION

1.1 The City of Pawtucket its successors and assigns recognizes the Union as the sole and exclusive collective bargaining representative for those employees in the defined bargaining unit for the purposes of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment.

1.2 The bargaining unit consists of all City of Pawtucket municipal employees as defined in the Rhode Island Labor Relations Board Case No. EE 1748, except those excluded under Chapter 9.4-2 of Title 28 of the General Laws of the State of Rhode Island as amended.

ARTICLE 2
NON-DISCRIMINATION

2.1 The provisions of this agreement shall apply equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

2.2 The City agrees that it will not discriminate against, intimidate or coerce any employee on account of his Union membership or on account of his legitimate activities on behalf of the Union, nor shall the City discriminate against, intimidate or coerce any employee exercising his rights to bargain collectively through the Union.

2.3 It is the intent of the parties to conform to the provisions of the American with Disabilities Act of 1990. It is the intent of the parties to conform with the Family Medical Leave Act of 1993 subject to the terms of the Agreement.

ARTICLE 3
UNION SECURITY

3.1 Each employee covered by this agreement who, on the effective date of this agreement, is a member of the Union, shall, as a condition of employment, maintain his membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

3.2 The Employer agrees to the continuance of a Union Check-off system whereby Union dues and/or Agency Fee Charges will be withheld from the employee's pay at source. Such withholdings are to be transmitted by check at intervals of no greater length than thirty-one (31) days, made to the order of Rhode Island Council 94, AFSCME, and accompanied by a list of employees paid.

3.3 The parties agree that employees who are covered by this agreement shall have the right to voluntarily join or refrain from joining the Union. However, employees who are covered by this agreement who choose not to join the Union shall be required, as a condition of employment, to pay to the Union each month a service charge as a contribution towards the administration of this agreement in an amount equal to the regular monthly dues.

Newly hired probationary employees shall be required to adhere to the conditions of this article and any employee who does not adhere to this article shall be terminated. The parties agree that the Employer shall have the unquestioned right to discharge probationary employees and such employees shall not have recourse to the grievance procedure. The parties also recognize that the above mentioned probationary period shall be six (6) months employment with the City.

3.4 Any employee who wishes to withdraw from the Union may do so within one (1) week prior to the termination of this agreement.

3.5 The employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization, or with any individual, so long as the Union is the bargaining representative.

3.6 Local 1012, AFSCME, hereby agrees to indemnify the City and hold it harmless from any and all claims, demands, and the cost of litigation for any action arising from the Service Fee-Agency Shop provisions of this article.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 Except to the extent that there is contained in this Agreement express and specific terms and provisions to the contrary, or a duly established past practice in the City, all authority, power, rights, jurisdiction, and responsibilities for the management of the City are retained and reserved exclusively to the City.

The rights reserved to the City include, but are not limited to, the right to determine the overall budget and mission of the City; to maintain the efficiency and effectiveness of operations; to determine the services to be rendered and the operations to be performed; to direct and supervise and layoff employees; to suspend, discharge or otherwise discipline employees for just cause; and issue rules and regulations for the conduct of the City.

ARTICLE 5
HOURS OF WORK

The starting and quitting time of all employees covered by this contract are as follows:

5.1 PUBLIC WORKS DEPARTMENT

All Public Works Departments	7:00 am – 3:30 pm (with the exceptions listed below)
Director's Office	8:30 am – 4:30 pm (35-hour employees) 7:30 am – 4:30 pm (40-hour employees)
Engineering Division	8:30 am – 4:30 pm
Highway Night Watchperson	4:00 pm – 2:00 am (Monday, Tuesday, Wednesday, Thursday)
Weekend Watch Ice Control Person	
Friday	4:00 pm – 12:00 am
Saturday	8:00 am – 12:00 am
Sunday	8:00 am – 12:00 am
Winter Watch	4:00 pm – 2:00 am (40-hour employees) (one laborer and one truck driver with least seniority, or two volunteers from within the bargaining unit, in January and February)
City Hall Maintenance (2nd shift)	2:00 pm – 10:00 pm
Senior Center Maintenance	7:30 am – 4:30 pm 1 hr lunch
Daggett Farm Attendant (weekends)	8:00 am – 5:00 pm (Saturday and Sunday)

5.2 RECREATION

Office Staff	8:30 am – 4:30 pm

5.3 **CITY HALL**

8:30 am – 4:30 pm - One (1) hour for lunch

Zoning and Code Enforcement Division
Housing Standards Division
Finance Director's office
Accounting Division
Collections and Disbursements Division
Data Processing Division
Purchasing Division
Tax Assessing Division
Office of the Municipal Court
City Clerk's Offices
Planning Department
Board of Canvassers

5.4 **WATER DEPARTMENT**

Customer Service Rep. & Agent	7:30 am – 4:00 pm ½ hr lunch
Cross Connection Control Technician	7:30 am – 4:00 pm ½ hr lunch
Water Meter Reader Service Person	7:30 am – 4:00 pm ½ hr lunch
Water Meter Service Technician	7:30 am – 4:00 pm ½ hr lunch
Finance Administrative Assistant	7:30 am – 4:00 pm ½ hr lunch
WSB Stock Clerk	7:00 am – 3:30 pm ½ hr lunch
Building Maintenance Custodian	6:00 am – 2:30 pm ½ hr lunch
Engineering Intern	7:30 am – 4:00 pm ½ hr lunch
Engineering Clerk	7:30 am – 4:00 pm ½ hr lunch
Jr Project Engineer	7:30 am – 4:00 pm ½ hr lunch
Water Project Engineer	7:30 am – 4:00 pm ½ hr lunch
Fleet Maintenance Mechanic	7:00 am – 3:30 pm ½ hr lunch
Crew Leader	7:00 am – 3:30 pm ½ hr lunch
Utility Worker	7:00 am – 3:30 pm ½ hr lunch

Equipment Operator	7:00 am – 3:30 pm ½ hr lunch
T&D Operations Assistant	7:00 am – 3:30 pm ½ hr lunch
Source Water Technician	8:00 am – 4:30 pm ½ hr lunch

5.5 **POLICE DEPARTMENT**

Clerical	8:00 am – 4:00 pm 1 hr. lunch
Matron	8:00 am – 4:00 pm 4:00 pm – Midnight
Police Signal Operator	Three (3) shifts 8:00 am – 4:00 pm 4:00 pm – 12:00 MN 12 MN – 8:00am

The work schedule for Police Signal Operators shall be four (4) consecutive eight (8) hour days with two (2) consecutive rotating days off averaging thirty-seven and one-half (37½) hours per week. A one-half (½) hour paid lunch period shall be provided.

Animal Control Officer	8:00 am – 4:00 pm 12 Noon – 8:00 pm

5.6 **FIRE DEPARTMENT**

Fire Clerks	8:30 am – 4:30 pm 1 hr. lunch

5.7 **LIBRARY**

Administration

Monday – Friday	9:00 am – 5:00 pm 1 hr. lunch Occasional 1:30 pm – 9:00 pm ½ hr lunch
Monday – Friday	8 hrs daily between 8:00 am and 5:00 pm

Bookmobile

Tuesday	12:30 pm – 8:00 pm 1/2 hr. lunch
Wednesday – Friday	8:30 am – 4:30 pm 1 hr. lunch
Saturday	9:00 am – 5:00 pm 1 hr. lunch

Children's Service, Circulation and Reference, Computer Room Community Resources

Monday – Thursday	9:00 am – 5:00 pm 1 hr. lunch

	1:30 pm – 9:00 pm 1/2 hr. lunch
Friday – Saturday	9:00 am – 5:00 pm 1 hr. lunch*

*When Saturday work is required on a rotating basis, another set day is designated as a day off.

Custodians

Monday – Friday	6:00 am – 2:30 pm 1/2 hr, lunch

Pages (19 hrs)

Children's, Circulation & Reference

Three nights	5:00 pm – 9:00 pm 15 min break
	3:00 pm – 7:00 pm 15 min break
Saturday	9:00 am – 5:00 pm 1 hr. lunch

Computer Room

3 days	9:00 am – 1:00 pm 15 min break
3 days	1:00 pm – 5:00 pm 15 min break
3 days	5:00 pm – 9:00 pm 15 min break
1 day	9:00 am – 5:00 pm 1 hr lunch

Technical Services

Monday – Friday	8:00 am – 4:00 pm 1 hr. lunch
	9:00 am – 5:00 pm 1 hr. lunch
	19 hrs between 9:00 am – 4:00 pm

Sunday Hours

Seasonal pursuant to availability of state funding. Paid at 1-1/2 times the regular rate of pay. 12:00 noon – 4:00 pm

5.8 The standard workweek shall be thirty-five (35) and forty (40) hours per week. The City reserves the right to change hours and shifts as required for operational, seasonal, or project based needs, after mutual agreement with the Union, which will not be unreasonably denied. Upon separation of City services, all furlough days taken during the period of January 1, 2010 to June 30, 2010 shall be reimbursed to employees at the rate then in effect upon said separation. There shall be no furlough days through June 30, 2017.

5.9 **CROSSING GUARDS**

All Crossing Guards shall work hours as established by the School Department Schedule. The hours shall not be changed once the school schedule has been established.

ARTICLE 6
OVERTIME

6.1 The City agrees to pay time and one-half for all hours worked over the employee's standard workday.

6.2 The City agrees to pay time and one-half for all hours worked over the employee's standard workweek.

6.3 Five (5) days shall constitute a normal workweek.

6.4 Overtime will be granted (whenever consistent with operational requirements) in accordance with seniority, but on a rotating basis by job type.

6.5 In no event will pyramiding of overtime be permitted, except that all privileges and benefits, which employees have maintained under this article shall be maintained and continued by the City during the term of this agreement.

6.6 Hours credited for holiday, vacation leave, jury duty, military leave, compensable injury and other authorized paid leave, shall be considered as time worked for the purpose of computing overtime.

ARTICLE 7
HOLIDAYS

7.1 The following days off with pay shall constitute the official holidays for all employees in the bargaining unit and such other days as may be declared legal holidays by the State:

New Years Day	-	January 1
Martin Luther King, Jr.'s Birthday	-	
Presidents' Day	-	3rd Monday in February
Memorial Day	-	Last Monday in May
Independence Day	-	July 4
Victory Day	-	2nd Monday in August
Labor Day	-	1st Monday in September
Columbus Day	-	2nd Monday in October
Veterans' Day	-	November 11
Thanksgiving Day	-	4th Thursday in November
Day after Thanksgiving	-	
Christmas Day	-	December 25th

7.2 Sunday Holiday - When any authorized holiday falls on a Sunday, the following Monday shall be observed as a holiday for those employees who are normally scheduled to work Monday through Friday.

7.3 Saturday Holiday - When any authorized holiday falls on a Saturday, the prior Friday shall be observed as a holiday for those employees who are normally scheduled to work Monday through Friday.

7.4 Whenever a holiday falls on the employee's scheduled day off, the employee shall receive an additional day's pay.

7.5 Whenever a holiday falls during the employee's scheduled vacation, said employee shall receive an additional day off.

7.6 The Mayor may designate, at his own discretion, any other day or part of any day as a holiday.

7.7 Whenever an employee works on a holiday, he or she shall receive the regular holiday pay plus time and one-half for the hours worked.

7.8 Whenever a holiday falls during a period of approved sick leave, said employee shall receive holiday pay for that day.

7.9 The following shall constitute the official holidays for the School Crossing Guards:

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Memorial Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day following Thanksgiving Day
Christmas Day

Crossing Guards shall receive Labor Day as a paid holiday only when the school year begins prior to Labor Day.

7.10 If new holidays are officially declared by the government, City, State, or Federal, employees covered by the provisions of this contract shall automatically receive same.

7.11 If any of the above-named holidays is abolished by an act of the General Assembly, or otherwise, during the term of this contract, said holiday shall be deleted as a paid holiday, and one additional paid floating holiday will be substituted in its place.

7.12 Employees must work the scheduled work day immediately before and the next scheduled work day immediately after a Holiday in order to receive Holiday pay, unless the employee is absent for any of the following reasons:

a. Bona fide illness (verified by a Doctor's certificate), if required, by the Department Director.

b. Death in the family of an employee or an employee's spouse for which bereavement leave, as described in Article 11, is granted.

c. Any other scheduled time off as allowed in this agreement.

ARTICLE 8
VACATIONS

8.1 All full time and part time employees, with the exception of crossing guards, who have been continuously in the employ of the City for a period of six (6) months and who work a regular workweek of five (5) days, shall be entitled to a vacation leave with pay of five (5) working days or 1 calendar week, depending on the number of work days in their regularly scheduled work week.

8.2 All full time and part time employees, with the exception of crossing guards, who have been continuously in the employ of the City for a period of six (6) months and who work a special workweek which consists of less than five (5) days shall be entitled to a vacation leave with pay of one (1) calendar week, depending on the number of work days in their regularly scheduled work week.

8.3 All full time and part time employees, with the exception of crossing guards, who have completed one (1) year of continuous employment with the City shall be entitled to a vacation leave with pay of ten (10) working days with pay or two (2) calendar weeks, depending on the number of work days in their regularly scheduled work.

8.4 All full time and part time employees, with the exception of crossing guards, who have completed five (5) years of continuous employment with the City shall be entitled to a vacation leave with pay of fifteen (15) working days annually or three (3) calendar weeks depending on the number of work days in their regularly scheduled work week.

8.5 All full time and part time employees, with the exception of crossing guards, who have completed ten (10) years of continuous employment with the city shall be entitled to a vacation leave with pay of twenty (20) working days annually or four (4) calendar weeks depending on the number of work days in their regularly scheduled work week.

8.6 All full time and part time employees, with the exception of crossing guards, who have completed fifteen (15) years of continuous employment with the City shall be entitled to vacation leave with pay of twenty-five (25) working days annually or five (5) calendar weeks depending on the number of work days in their regularly scheduled work week.

8.7 All full time and part time employees, with the exception of crossing guards, who have completed twenty (20) years of continuous employment with the City shall be entitled to vacation leave with pay of thirty (30) working days annually or six (6) calendar weeks depending on the number of work days in their regularly scheduled work week.

8.8 Vacation leave may not be accumulated to exceed ten (10) calendar weeks. However, employees shall not lose time as it accrues over ten (10) weeks during the course of the fiscal year.

8.9 Employees shall not be called back to work while on vacation except for emergency work. If an employee is called back from vacation for emergency work, he or she shall receive the regular vacation pay plus time and one-half for the time he or she has worked.

8.10 Employees must give a minimum of thirty (30) days notice for vacation leave. Such leave will be granted consistent with operational requirements as determined by the City. All vacation requests must be posted in each department. The Department Head shall respond to each request between the 20th and 25th calendar day after the request has been made. Senior employees must make challenges in the event of conflicting requests no later than the twentieth (20) day. In the event of conflicts between or among employees then employees with greater seniority shall be given the choice of vacation. Notwithstanding the foregoing, once the vacation request has been granted, employees shall not be allowed to exercise seniority rights over a less senior employee. Employees shall be allowed to request vacations up to one (1) year in advance.

8.11 Vacation leave of less than one (1) week shall be granted without a thirty (30) day notice, consistent with operational requirements, with the approval of the Department Director or the employee's Immediate Supervisor.

ARTICLE 9
PERSONAL LEAVE

9.1 Employees with one (1) or more years of service shall be entitled to one (1) Personal Leave Day per year. Employees with ten (10) or more years of service shall be entitled to three (3) Personal Leave Days per year. Personal Days are to be taken in no less than 1/2 day increments.

9.2 A three (3) working day notice must be given for all requests of Personal Leave Days except in the case of an emergency. In the event of an emergency, an employee must notify his or her supervisor prior to the beginning of his or her work shift.

ARTICLE 10
SICK LEAVE

10.1 Sick leave shall be granted to all employees at the rate of one and one-quarter (1¼) working days for each full calendar month of service, which equates to fifteen (15) sick days per year. Sick leave shall be granted to all bargaining unit employees on a pro rata basis based on the hours worked in the employee's normal work day. No sick leave accruals will be credited until the end of a newly hired employee's probationary period. At the successful completion of a newly hired employee's probationary period such sick leave accruals will be credited retroactively to the employee's date of hire.

10.2 An appointing authority shall require a physician's certificate for each sick leave with pay over an absence of more than five (5) days. Any employee who uses two (2) or more sick days without a physician's certificate in any calendar month shall be subject to counseling and, if the employee's attendance does not improve, progressive discipline.

10.3 Sick leave with pay may not accrue beyond a total of one hundred fifty (150) days, and no employee shall be granted more than one hundred fifty (150) days sick leave with pay in any one calendar year. On the date of the signing of this contract, any employee who has accrued over one hundred fifty (150) sick leave days shall be allowed to keep those additional days and shall not lose those additonal days. However, once an employee's sick leave accrual decreases to an amount less than one hundred fifty (150) sick leave days, then the employee's sick leave with pay may not accrue beyond a total of one hundred fifty (150) days.

10.4 Sick leave is hereby defined to mean the absence from duty of any employee because of illness, bodily injury or exposure to contagious disease.

10.5 Sick leave may also be granted for attendance upon a member of the family within the household of the employee whose illness requires the care of such employee, provided that not more than seven (7) days with pay shall be granted to employees for this purpose in any one calendar year.

10.6 When an employee finds it necessary to be absent for any of the reasons specified in this article, he shall cause the fact to be reported to his Department Head or immediate supervisor before the beginning of his daily duties. Sick leave may not be granted unless such report has been made.

10.7 Sick time abuse is defined as an employee using sick time for any purpose other than that allowed under this Agreement, or any other circumstance in which the employee's use of sick leave is suspect. If an employee is deemed to have abused sick leave privileges, the appointing authority may suspend the employee's privilege for sick leave pay for such period of time as the appointing authority determines necessary to deter the employee from again abusing such privilege. The determination of the appointing authority shall be subject to the grievance procedure in accordance with this agreement.

10.8 Upon retirement or termination, except for just cause, any employee having to his or her credit unused sick leave, shall be entitled to a lump sum payment equivalent to fifty (50%) percent of his or her accumulated unused sick leave. Upon death, any employee having to his or her credit unused sick leave shall be entitled to have paid to a designated beneficiary a lump sum payment equivalent to fifty (50%) percent of his or her accumulated unused sick leave. The aforementioned payments shall be based upon a daily rate of one-fifth (1/5) of the employee's regular weekly salary at the time of his or her death or retirement. Each employee is required to furnish on a form provided by the Personnel Office the name or names of the designated beneficiary or beneficiaries of the foregoing death benefit.

10.9 Employees, who during the preceding year, have not had any absences due to normal illness shall be entitled to three (3) additional personal days. Employees who are absent due to normal illness of not more than one (1) day shall be entitled to two (2) personal days. Employees who are absent due to normal illness of not more than two (2) days shall be entitled to one (1) personal day. Absences due to family illness shall be charged in accordance with the above mentioned schedule. Employees who do earn additional personal days shall be entitled to take them with the permission of their department head in the next fiscal year.

ARTICLE 11
BEREAVEMENT LEAVE

11.1 In the case of death of a mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, foster parents, foster children, stepchildren, stepparents, grandchild, or domestic partners as defined in the City's policy regarding medical insurance, all employees covered by this agreement shall be entitled to a leave of absence with pay, for a maximum of five (5) days, from the time of notification of death to and including the day following the burial of the deceased. Where unusual travel conditions exist, or extenuating circumstances occur, such period may be extended at the discretion of the employee's department head.

11.2 In the case of death of an aunt, uncle, grandfather, or grandmother, all employees covered by this agreement shall be entitled to a leave of absence with pay, for a maximum of three (3) days, from the time of notification of death to and including the day following the burial of the deceased. Where unusual travel conditions exist, or extenuating circumstances occur, such period may be extended at the discretion of the employee's department head.

11.3 In the case of employees espousing faiths which have varying and different death customs, leave shall be provided to such employee in accordance with the custom of his particular faith.

11.4 In the case of death of a relative other than as provided above, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of said person and such request shall not be unreasonably denied.

ARTICLE 12
LEAVE WITHOUT PAY

12.1 Upon written application, a permanent employee may be granted a leave of absence without pay for a period of up to one (1) year for reason of personal injury or illness, or for other purposes deemed eligible, subject to the written approval of the appointing authority and Personnel Director provided, however, that a leave of absence without pay in excess of one (1) year may be granted at the discretion of the City. An employee shall submit written notification to the Employer of the anticipated duration of the leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. In the event the employee does not apply for authorized leave without pay, within two (2) weeks after he or she has exhausted his or her sick leave benefits, he or she shall be considered as terminating his services with the City and all fringe benefits shall cease.

Upon the expiration of such approved leave of absence, the employee shall be reinstated to the position which he or she occupied at the time the leave was granted. If that position has been abolished or eliminated while the employee is on leave without pay then the employee will be subject to lay-off according to the provisions of this Agreement. Failure of an employee to report for duty promptly at the expiration of the approved leave of absence shall be just cause for dismissal. If necessary to the efficient conduct of the business of the City, an employee on leave

may be notified to return prior to the expiration of the leave. Should he or she fail to return within ten (10) working days, the Director shall declare the position vacant and shall fill the position according to the provisions of this agreement.

12.2 If a permanent employee heretofore granted a leave of absence desires reinstatement to the position held by him or her at the time the leave was granted, said employee shall notify his or her appointing authority in writing of his or her desire to return to the position, prior to the expiration of his or her granted leave of absence, and said permanent employee shall be reinstated prior to the expiration of the leave of absence granted to him or her to the position occupied by him or her at the time said leave of absence was granted to him or her.

12.3 When an employee, through injury or illness, has exhausted his or her sick leave or other benefits and has been granted authorized leave without pay, based upon his or her physician's recommendations, the City shall continue his medical insurance as though the employee was on the payroll for a period not to exceed one (1) year from the date of the last payroll check. This provision shall not apply to an employee of the City who incurs an injury or illness while working for an employer other than the City.

12.4 Employees will be responsible for paying their required weekly medical insurance co-payments during any period of paid or unpaid leave, and any failure to do so may result in the termination of medical insurance benefits.

12.5 Employees on unpaid leave will not accrue sick time or vacation and longevity will be prorated to the actual time of service from the employee's last anniversary date.

12.6 It is the intent of the parties that the provisions of this Article shall be, at a minimum, in conformance with the Family Medical Leave Act ("FMLA") and the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA") and that the parties agree to comply the FMLA and the RIPFMLA.

ARTICLE 13
MATERNITY AND PATERNITY LEAVE

13.1 A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for any time she is unable to work for medical reasons.

13.2 At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position. If the position has been abolished or eliminated then the employee will be subject to being laid off according to the provisions of this Agreement.

13.3 It is agreed that pregnant employees who have exhausted their sick leave accruals or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the Employer of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a maximum period of one (1) year and may be extended by

mutual consent; and an early return by the employee may be made upon written notice of two (2) weeks to the Employer.

13.4 A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties, and her continuance at work does not deprive her fellow employees of their contractual rights.

13.5 Employees shall also be granted leaves under this article in the event of the adoption of a child or the placement of a child with the employee for foster care.

13.6 It is the intent of the parties that the provisions of this Article shall, at a minimum, be in conformance with the Family Medical Leave Act ("FMLA") and the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA") and that the parties agree to comply with the the FMLA and the RIPFMLA.

13.7 Employees, who so request, shall be granted paternity leave for a period of up to twelve (12) months. Employees who request paternity leave shall give at least two (2) weeks advance notice, if possible, of the commencement of the leave period.

ARTICLE 14
MEDICAL INSURANCE

14.1 The City agrees to pay the cost of Medical Insurance*, individual or family coverage, whichever is appropriate for all employees who work 35 or 40 hour week schedules.

Employees shall receive the health benefits described in "Benefit Booklet, City of Pawtucket Group #1187-0004," edition date "HMC2C BB (09-10)," provided, however, that the City agrees to provide the current health and dental benefits, Basic Vision Riders, and point of service co-pays in effect as of July 1, 2009. Employees shall contribute on a weekly basis toward the cost of these benefits. An employee's weekly contribution shall amount to 18% of the working rate (however, such amount shall not exceed the amounts indicated in the following chart) and the City shall contribute the balance of the working rate due:

Maximum Weekly Contribution

Date	For Family Coverage	For Individual Coverage
Effective July 1, 2014	$36.77	$18.39
Effective July 1, 2015	$42.77	$21.39
Effective July 1, 2016	$48.77	$24.39

*Employees who work less than 35 or 40 hour week schedules as of June 30, 1996 shall continue to have the above-referenced coverage so long as they remain in their jobs.

Employees will be responsible for paying their normal share of health insurance premium payments during any period of paid or unpaid leave. Failure to do so may result in the termination of benefits.

14.2 The City agrees to pay the full cost of Dental insurance, individual or family coverage, whichever is requested. Dental shall include levels I, II, III, and IV. The dental coverage to be provided shall be described in the dental summary for the City of Pawtucket as Dental Premier, Group ID 1247-002, Plan type-National Coverage currently in effect from July 1, 2014 to June 30, 2015.

14.3 Any employee may elect a substitute health plan, provided that said employee shall be responsible for any sum and/or medical treatment that the aforesaid Plan does not cover.

14.4 If a husband and wife are both employees of the City, the City will pay for family coverage for one employee and the other will be covered as an individual.

14.5 Medical coverage as per above will be paid by the City for retirees who had a minimum of ten (10) years with the City. Coverage will be in effect from ages fifty-eight (58) through sixty-five (65). Those employees who retire with thirty (30) or more years of service with the City shall receive the above medical coverage starting at the time of retirement. Employees hired prior to January 1, 2010 shall not be required to pay a premium co-pay for medical coverage at retirement. Effective January 1, 2010 new employees shall be required to pay a premium co-pay at the same rate as active employees.

The City will provide medical coverage to retirees for life when they reach age 65 with Group Plan 65, according to all eligible services, exclusions and limitations as detailed in "Group Plan 65 Subscriber Agreement".

14.6 Employees who so choose shall have the option of receiving a cash payment in lieu of Medical and/or Dental coverage. In the event an employee elects not to be furnished with medical insurance pursuant to this section, the City will reimburse said employee the amount of one thousand dollars ($1,000.00) for Individual Coverage and three thousand dollars ($3,000.00) for Family Coverage and/or one hundred dollars (100.00) for an Individual Dental Plan or three hundred dollars ($300.00) for a Family Dental Plan each fiscal year.

Employees who elect this option shall receive the following amount of money on the last pay day of November of each year.

COVERAGE WAIVED	AMOUNT RECEIVED
Family Medical Plan	$3,000.00
Family Dental Plan	$ 300.00
Individual Medical Plan	$1,000.00
Individual Dental Plan	$ 100.00

However, if an employee covered by this Agreement has a spouse who is also employed by the City (including the Pawtucket School Department or the Pawtucket Water Supply Board), and such employee has City-paid medical insurance by virtue of their City employed spouse, and such employee elects not to be furnished with medical insurance pursuant to this section, then the City will reimburse said employee on the last pay day of November of each year in accordance with following schedule:

Type of coverage waived:

Fiscal Year	Family	Individual
July 1, 2014 – June 30, 2015	$3,000.00	$1,000.00
July 1, 2015 – June 30, 2016	$2,000.00	$ 667.00
July 1, 2016 – June 30, 2017	$1,000.00	$ 333.00
Subsequent to June 30, 2017	$ 0.00	$ 0.00

14.7 When an employee, has been granted authorized leave without pay his/her medical insurance shall be borne by the City for a period of one (1) year from the date of the last payroll check.

14.8 The City may seek alternate health insurance which will provide bargaining unit members with the same level of coverage set forth herein. In such case, the City will obtain the Union's permission to change health care providers which permission will not unreasonably be withheld. The Union agrees to consider proposals for alternative equivalent plans during the term of this contract and to discuss implementing such plans with the City.

ARTICLE 15
WORKERS' COMPENSATION

15.1 In the event an individual covered by this contract is injured on the job and is collecting Workers' Compensation benefits as a result thereof, he or she will accrue his or her sick leave and vacation leave at 100% of the normal rate for the period for the first six (6) months he or she is out of work. Thereafter, the accrual rate shall be 50% up to a maximum duration of another six (6) months. Any vacation or sick leave accrued during the period of time an employee is out of work due to a Workers' Compensation injury or illness shall be credited to the employee within thirty (30) days of his or her return to work.

15.2 Employees will be paid the total longevity benefit to which they have been entitled on the date they would have received the benefit if they had not been out of work due to Worker's Compensation.

15.3 An employee who suffers an on the job injury shall be entitled to return to his or her former position within thirty (30) months from his or her date of injury. Employees who are injured in the line of duty shall be afforded a reasonable accommodation, upon request and description of such need, under the Americans with Disabilities Act during the period of illness or injury and recovery in order to ensure compliance with the Americans with Disabilities Act.

15.4 During the period of time an employee is absent from his or her job as a result of an on the job injury, the City may hire a substitute to fill the vacancy created by the absence of the injured employee at the injured employee's rate of pay. Said substitute employee shall be required, as a condition of such employment, to join the bargaining unit, and have all rights, duties and benefits accorded City employees under the Collective Bargaining Agreement, except that City paid health benefits will commence after the substitute employee has completed six (6) months employment with the City. Said substitute may be laid off upon the return of the injured employee. Upon such layoff, however, said substitute employee shall have layoff/recall rights as defined and described in the Collective Bargaining Agreement between the parties for a period of three years from date of layoff. Such temporary positions shall be offered to current bargaining unit employees on layoff prior to hiring substitutes from outside the bargaining unit.

15.5 Each person substituting for an employee injured on the job shall be informed by the City of the temporary status of the position being offered. Newly hired substitute employees shall be considered probationary employees. However, substitute employees recalled from layoff will be entitled to all contractual benefits and not be considered probationary employees unless they have not completed their initial six (6) month probationary period with the City.

15.6 The City may on a case-by-case basis offer modified or light duty to employees who sustain a work-related injury. The City will inform the Union in advance whenever this situation arises.

15.7 The City and the Union recognize the desirability of modified assignments as a means of returning injured bargaining unit employees to productive employment.

Based upon receipt of clearly defined medical verification of the limitations of the employee to perform the regular duties of the job, the Personnel Director, the employee, and a representative of the Union will review and decide the placement of the injured employee in a position that will accommodate both the limitations of the employee and the needs of the City.

The employee affected by this article will continue to receive his rate of pay, and if temporarily transferred to a higher paying position will receive out of class pay.

This transfer to transitional duty will be reviewed periodically and should not exceed a ninety (90) day period.

Once released by the treating physician, the employee may be subject to a fitness for duty test.

ARTICLE 16
MILITARY LEAVE

16.1 Employees who by reason of membership in the United States Military Reserves or the Rhode Island National Guard are ordered by the appropriate authorities to attend a training period of encampment under the supervision of the United States Armed Forces, shall be granted leave of absence with pay not to exceed fifteen (15) days annually, from their position during the

actual duration of such activity. During this period of leave described above, employees shall accrue sick and vacation leave as though actually employed.

ARTICLE 17
JURY DUTY

17.1 All employees covered by this agreement who are ordered to report for jury duty shall be granted leave of absence with pay during the duration of such duty. During this period of leave described above, employees shall accrue sick and vacation leave as though actually employed.

ARTICLE 18
CALL BACK PAY

18.1 Any employee who is called back to duty after the completion of the regular shift shall receive a minimum of four (4) hours work or four (4) hours pay at the rate of time and one-half. Employees asked, prior to the end of their shift, to continue working beyond their regular shift, shall be paid for the actual hours worked.

18.2 Employees called back specifically for snow plowing operations are as above entitled to a four (4) hours minimum at time and one-half. If the period of their call back is less than four (4) hours at the start of their normal duty day, they will first complete the four (4) hours. If the call back is more than four (4) hours and duty continues into the normal working day, the employee will receive his call back plus up to a maximum of four (4) additional hours at time and one-half for time actually worked in snow plowing operations.

ARTICLE 19
BULLETIN BOARDS

19.1 The City agrees to provide bulletin board space where notices of union business matters may be posted.

ARTICLE 20
UNION ACTIVITIES

20.1 Delegates not to exceed four (4) in number to attend International, Regional, State Conventions and when necessary, Local Union Meetings, Council 94 Meetings, or court hearings, with pay during working hours. The Union President shall be allowed to attend Workers' Compensation Hearings.

20.2 Time off for grievance activities shall be strictly adhered to. Excluding grievants and witnesses, a maximum of four (4) Union Officers, Stewards, and Safety Committee members shall be granted time off during working hours without loss of pay for actual time spent in processing grievances and other Union business with City officials. This provision shall not apply to negotiating meetings. The Union Negotiating Team shall be granted time off with pay during

working hours for time spent during negotiations with the City. Up to five (5) Union officers shall be allowed for arbitration hearings.

20.3 The City does not authorize time off for any other Union activity unless approval has been given by the Personnel Director.

20.4 The Union shall furnish the City with a written list of its officers immediately after their designation and shall notify the City of any change in such officers.

20.5 Supervisors shall keep an accurate log of actual time spent on Union Business. This section shall also apply to any employee required to leave work for Union business.

ARTICLE 21
COMPENSATION FOR EYEGLASSES

21.1 When an employee has damaged his or her eyeglasses on City connected work, the City shall replace such eyeglasses upon adequate proof that said eyeglasses were damaged in the course of the employee's duties and was in no way attributable to the employee's fault or negligence.

21.2 All employees who engage in manual labor will when necessary wear restraining straps which shall be supplied by the City.

ARTICLE 22
SAFETY RULES

22.1 The City and the Union shall cooperate in the enforcement of safety rules and regulations.

22.2 Should an employee complain that his work requires him or her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by a representative of the City. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure.

22.3 A safety Committee shall be appointed by the Mayor and three (3) members of said committee shall be members of the Union elected by the Local Union.

22.4 The City and the Union shall cooperate in the enforcement of a drug-free work place policy. The City and the Union agree to fully cooperate in the enforcement of the Federal Transit Administration regulations that deal with Safety Sensitive employees and a drug-free work place.

ARTICLE 23
INCLEMENT WEATHER POLICY

23.1 It is agreed that the City will post an inclement weather policy on the City's bulletin boards in each Division and by citywide email.

23.2 In the event the City closes City offices due to inclement weather prior to the start of or during the workday, then all employees will be excused from work without loss of pay.

23.3 Notwithstanding the above, the City has the right to designate personnel who will be required to work during inclement weather circumstances as described above.

23.4 Personnel who work when other bargaining unit employees are excused from work under the provisions of this clause shall be paid at the rate of time and one half the regular rate of pay.

ARTICLE 24
SENIORITY

24.1 Seniority shall be the relative status of employees with respect to length of service in the bargaining unit calculated from the employee's last date of hire or re-entry into the bargaining unit.

24.2 New employees shall be considered probationary employees for a period of six (6) months with seniority from date of hire.

24.3 A seniority list showing the seniority status of employees shall be compiled and thereafter corrected every six (6) months when necessary. Two (2) copies of the list shall be given to the Union. In the event two (2) or more employees are hired on the same date, seniority shall be determined by coin toss. Both the Union and the City will be present at the coin toss, and an official record of the result of coin toss shall be kept in the Personnel Division.

24.4 Four (4) Local Union Officials (as designated by the Local Union) shall, during their term of office, have top seniority for layoff and recall purposes only.

24.5 An employee shall forfeit all seniority rights accrued to him or her in the event that:

(a) He or she is discharged for just cause;
(b) He or she terminates his or her employment voluntarily;
(c) He or she fails to return to work upon the expiration of a leave of absence;
(d) He or she fails to return to work when recalled under the provisions of paragraph 7;
(e) His or her layoff exceeds the time prescribed in paragraph 6;
(f) He or she engages in other work while on a leave of absence without the consent of the City and the Union.

24.6 Whenever layoffs are contemplated by the City, if reasonably possible, the Union shall be afforded an opportunity to meet and confer with City officials, in advance of implementation of said layoffs, in order to discuss the circumstances requiring the layoffs and also any proposed alternatives to the layoffs.

24.7 Whenever layoffs are necessary, employees will be laid off on the basis of their seniority by job classification and shift in the affected Division. The workers with the least

seniority in an affected job classification and shift within their Division shall be laid off first, with the ensuing layoffs occurring in the affected job classification and shift in the Division in reverse order of seniority. It is further recognized by the Parties that seniority, as referenced above, shall mean total seniority in the bargaining unit and not seniority within an employee's classification, shift, Division, or Department.

24.8 Employees shall be guaranteed at least ten (10) working days notice before being laid off. If the City chooses to implement a layoff without providing the aforementioned notice, the employee will be paid his or her salary for the days that he or she would have worked had full notice been given. The layoff notices shall contain, at a minimum, a statement for the reason for the layoff, a statement of the effective date of the layoff, a statement of an employee's "bumping rights", and a statement of re-employment rights. The Union President shall receive concurrent notice of all individiual layoff notices.

24.9 Employees subject to layoff shall have the right to bump a junior employee providing he or she is currently qualified and able to assume and perform the duties of the position he or she is bumping into after a minimal orientation session is provided by the City. Nothing contained herein shall require the City to train employees for positions that they bump into but for which they are not qualified, or for work that they are unable to perform at the time of their bump.

When an employee, who is about to be laid off, exercises his or her bumping rights, such employee must bump the employee with the least seniority in the classification and shift into which he or she is bumping.

Employees whose jobs are abolished or eliminated shall be permitted to exercise their seniority rights and bump a junior employee according to the applicable provisions of this Agreement.

In the event an employee bumps into a position, the work of which he or she is unable to perform, then the employee shall have the right to exercise one additional bump.

Part time employees may bump into full time positions, and full time employees may bump into part time positions.

An employee who bumps into a bargaining unit position shall have up to ten (10) working days to decide whether or not he or she would like to remain in the bumped position, exercise a second and final bump, or take the layoff. Likewise, the City shall have the same ten (10) working day period to decide whether or not to accept the bumping employee in his or her new position.

Once an employee is permanently awarded a position, into which he or she has bumped, the employee shall not have any recall rights to his or her former position from which he or she was laid off unless he or she bids back into the position.

24.10 Employees with permanent status will not be separated from City service through a layoff action without first being offered positions that they have the skills and abilities to perform that are currently held by temporary or probationary employees. Temporary employees will be separated from employment before probationary employees.

24.11 Whenever it becomes necessary to increase the working force, laid off employees shall be recalled in the inverse order of their layoff before any new employee is hired. Laid off employees shall retain recall rights for three (3) years from date of layoff.

24.12 Employees on the recall list shall be offered any temporary positions for which they are qualified and still retain recall rights to his or her former position. A worker who has been laid off and has been placed on a recall list shall be eligible, during the time the worker is on the recall list, to bid on jobs.

24.13 An employee, who is laid off while on approved leave, shall receive notice at the time as provided in this Article. When an employee returns from approved leave to a position that has been eliminated or abolished, the employee shall have the right to exercise bumping and layoff rights as provided in the Article.

24.14 Employees subject to recall shall be notified by the City by certified mail, return receipt requested. A copy of such recall letter shall be given to the Local Union President.

24.15 The employee shall have seven (7) working days subsequent to the date of signature of the return receipt in which to notify the City that he or she will return to work. Such certified letter shall be mailed to the employee's last known address.

24.16 The City agrees with the concept of seniority and qualifications and further agrees that the principle shall be applied, but not limited to, layoffs, recalls, shift preference, preferred vacancies, vacation schedules, and job assignments.

24.17 Should a dispute arise over the application of the seniority rule, the grievance procedure shall be applicable.

24.18 When employees bid on a job or bump into a position under the provisions of this article or Article 25, then the rate of pay shall be one (1) Letter Step higher for the new position than the employee had for the prior position held. For example, A becomes B and B becomes C. C would remain C in the higher rated position.

ARTICLE 25
POSTINGS OF VACANCIES AND NEW JOBS

25.1 The City agrees to post all bargaining unit vacancies and new positions on all Department bulletin boards within seven (7) working days for internal and external bids. The following selection order will be applied for filling positions:

(1) Qualified bargaining unit members;

(2) Applicants from outside of the bargaining unit, if no bargaining unit is qualified.

Vacancies and new positions which do not require posting are:

(a) Positions not included within the bargaining unit.

(b) Positions which will remain vacant.

The President of the Union shall be notified in writing of any job that the City does not intend to fill within seven (7) working days of the position becoming vacant.

When a position becomes vacant, and the City desires to change the job specifications and/or job duties of the existing position, the Union will be notified in writing. If requested, the City will meet and discuss the proposed changes with the Union.

25.2 When a position covered by this agreement becomes vacant such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. Employees interested shall apply in writing within the seven (7) working day period. The City shall permit the applicant with the most seniority and minimum qualifications to train for the position for twenty (20) days prior to the administering of the test for the position. In the event an employee returns to his or her position for any reason, the City shall allow the next senior employee to move into the position and so on. The job will be reposted only after the top five (5) senior employees on the list for the position is exhausted.

25.3 When a job has been posted and an employee has been awarded the job the employee shall be placed in the vacancy within seven (7) days.

25.4 If no internal bargaining unit applicant is qualified or applies for the position, the City may fill the position from outside the bargaining unit.

25.5 The City and the Union agree that employees who bid on jobs must have the minimum qualifications as required by State or Federal Law to bid on jobs. Bargaining unit employees must have and maintain as current, valid and in good standing all licenses and/or certifications which are required for the position, and which the City shall reimburse or pay.

25.6 No employee may successfully bid more than one (1) time in any twelve (12) month period. This provision can be waived by mutual agreement between the Union and the City in the event that no other bidding employee is qualified to fill a posted vacancy. For purposes of this section, the twelve (12) month limitation on successful bids shall not apply in cases where the job to which an employee successfully bids has a higher rate of pay or a preferred shift.

25.7 Water Supply Board Employees in the following positions must have or obtain within one (1) year and maintain while in the position all licenses required by State and Federal Drinking Water Laws and Regulations as well as the position's job description:

a) Fleet Mechanic
   - Valid drivers' license
   - Maintain a valid commercial driver's license
   - Obtain welders license within one year
   - Possess and maintain a valid state vehicle inspection license.
   - Must be ASE certified in basic mechanic skill, front end, suspension and engine repair in automobile/light truck and medium/heavy duty trucks and have ability to obtain within one year ASE certification on Air Condition, Wiring, Ignition Systems and Hydraulic Systems.

b) Crew Leader
   - Must obtain a RI Water Distribution Operators License Grade 3D within a year of hire
   - Valid Commercial Drivers' License (CDL)
   - Drivers' License
   - Possess or obtain within one year of hire an OHSA Competent Person Certification

c) Equipment Operator
   - Rhode Island Grade 1D Public Water Supply Transmission and Distribution Operators License or said license to be obtained within one year of employment.
   - Valid Drivers' License
   - OSHA Competent Person Certification (or to be obtained within one year of hire)
   - Heavy Equipment License for backhoe operation
   - Commercial Drivers' License (CDL)

d) Cross Connection Control Technician
   - Certification for Cross Connection Control Surveyor
   - Must have and maintain a valid RI Driver's License.
   - Must be certified for Testing Backflow Devices or have the ability to obtain certification within one year.

e) Meter Service Technician
   - Valid Drivers' license and use of own vehicle with mileage reimbursement

f) Source Water Maintenance Technician
   - RI CDL Driver's License
   - RI DOH Drinking Water Operator License T1 and D1 within one year
   - DEM Pesticide Application License within one year

g) Jr Project Engineer
   - Valid drivers' license.
   - State of RI Water Distribution Operators' License Grade II, or required to obtain said license within one year of employment. Operator is responsible for maintaining license.

h) Project Engineer
- Valid drivers' license
- State of RI Water Distribution Operators' License Grade III, or required to obtain said license within one year of employment. Operator is responsible for maintaining license.

25.8 Applicant list(s) shall be established for general positions to be used when bargaining unit members are out of work for extended periods of time due to illness or an approved leave of absence. Any applicant that wishes to be placed on the applicant list shall do so by filing the appropriate application form with the Personnel Office. The applicants may be interviewed and tested as needed. The City is not bound to select applicants from this list to fill vacancies as described in 25.1. The City may establish an applicant list(s) for the following:

(a) Crossing Guards
(b) Laborers

ARTICLE 26
DISCIPLINARY ACTION

26.1 Disciplinary action may be imposed upon an employee only for just cause.

26.2 After a period of eighteen (18) months, written reprimands shall be expunged from the employee's personnel records.

26.3 The contents of an employee's personnel record shall be disclosed to the employee upon his or her request and shall also be disclosed to the employee's Union Representative subject to the employee's permission.

26.4 In the event the Employer desires to formally counsel an employee, in order to improve the employee's work performance, or to issue discipline, such counseling or discipline shall be conducted in the presence of the Union President or his or her designee. Any employee who is to be formally counseled or disciplined by the Employer shall receive a three (3) day written notice prior to such counseling or disciplinary hearing.

An employee shall, at all times, have a Union representative present to advise and/or assist the employee during any formal counseling or disciplinary investigation hearing in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination hearing in which suspension or dismissal of the employee is being considered. The purpose of the disciplinary investigation will be explained to the employee at the beginning of the hearing.

26.5 Where appropriate, disciplinary action may include the following:

Verbal Warning
Written Reprimand
Suspension
Termination

26.6 When disciplinary action is to be implemented, the City shall within five (5) working days, notify the employee at the employee's last known address, and the Union, in writing, of the specific reasons for such action.

ARTICLE 27
STRIKES AND LOCKOUTS

27.1 The Union or the employee will not cause, call or sanction any strike, work stoppage, or slow down, nor will the City lockout its employees during the term of this Agreement.

ARTICLE 28
SAVINGS CLAUSE

28.1 If any portion of this agreement shall be found to be inconsistent with the law, such portion shall be ineffective and the remainder of this agreement shall remain in full force and effect.

ARTICLE 29
SHIFT PREMIUM

29.1 Any employee covered by this agreement who works a regularly scheduled second shift shall receive a seventy-five ($0.75) cents per hour differential increase in pay.

29.2 Any employee who works a regularly scheduled third shift shall receive a one dollar ($1.00) dollar per hour differential increase in pay.

29.3 All shift premiums shall be included in all paid leaves.

29.4 Employees who are required to be on call during hours which they are not regularly scheduled to work shall receive a $15.00 per week premium.

ARTICLE 30
OUT OF GRADE PAYMENT

30.1 Employees requested to work in a lower classification shall receive the rate of pay of the position from which they are transferred. Any employee authorized to work out of grade, and performing the required duties of a higher rated classification, shall receive the rate of pay for the higher rated classification he or she is working in for the hours that employee worked in the higher classification. The rate of pay shall be at the same step that he or she is paid in his or her current position. Any employee whose rate of pay is less than an Equipment Operator II rate of pay shall receive the rate of pay of Equipment Operator II when that employee engages in snow plowing and sanding using equipment other than pickup trucks.

30.2 No bargaining unit employees shall be placed in any City position outside the bargaining unit unless required as the result of an approved leave of absence.

ARTICLE 31
NON-BARGAINING UNIT WORK

31.1 No person outside the bargaining unit shall perform work normally done by employees in the bargaining unit, except in cases of emergency.

31.2 Nothing in the section shall be construed so as to prohibit work performed by properly trained students who as part of their studies curriculum are placed for a specific term as part of an internship placement, so long as bargaining unit duties are not supplanted.

31.3 Nothing in this section shall be construed so as to prohibit any person or organization from volunteering time or services for the betterment of the City. Notwithstanding the above, no person or volunteers shall be used to perform bargaining unit work while employees who perform said work are on layoff. Whenever possible, the union will be notified in advance of volunteers working in the bargaining unit's jurisdiction.

ARTICLE 32
CLOTHING

32.1 The City agrees to furnish uniforms to employees of the Public Works and Water Supply Board, who through the nature of their work, are required to be identified by the public on sight. Protective clothing shall be furnished to employees who by nature of a particular job may damage their own clothing.

32.2 The City of Pawtucket agrees to furnish to all bargaining unit members employed by the Public Works Department and Water Supply Board, work clothing in the amount of one hundred twenty-five ($125.00) dollars.

32.3 Matrons shall receive an annual allowance of four hundred twenty-five ($425.00) dollars which allowance shall be used solely for cleaning and pressing of uniforms. Animal Control Officers shall receive five hundred ($500.00) per year.

32.4 Crossing Guards shall receive an annual allowance of two hundred seventy-five ($275.00) dollars which allowance shall be used solely for cleaning and pressing of uniforms which shall be paid by October 30th of each year. The City shall replace articles as damaged in the ordinary course of the employee's duties and shall give a new issue of clothing every five (5) years.

32.5 Employees covered in paragraphs 1-4 of this article are required during working hours to wear the full uniform as issued by the City. Exceptions to the above will be mutually agreed upon by the parties.

ARTICLE 33
RETIREMENT BENEFITS

33.1 Employees covered by this Agreement shall be participants in the R.I. Municipal Employees' Retirement System.

33.2 Employees who retire shall be allowed to participate in the Group Life Insurance plan as specified in Article 40 of this agreement, at their own expense, subject to insurance carrier rules.

33.3 Effective July 1, 1993 the "Plan C" COLA provision shall be included in the pension program of the R.I. Municipal Employees' Retirement System.

ARTICLE 34
LONGEVITY

34.1 (a) Except as hereinafter provided in paragraph (b), all employees covered by this Agreement shall be entitled to longevity payments after serving as an employee of the City for a period of five (5) years, including probation. Payment for longevity shall be in accordance with the schedules hereinafter set forth. Longevity payment shall be paid at the following percentage rates on employee's base annual pay for his or her permanent class of position. Time in service shall be considered from the last date of hire.

0-4 years	0%
5-9 years	6%
10-14 years	7%
15-19 years	8%
20 years & Over	9%

(b) All employees hired AFTER ratification of this Agreement shall have the following longevity schedule:

0-7 years	0%
8-12 years	6%
13-17 years	7%
18-22 years	8%
23 years & Over	9%

34.2 Any member entitled to longevity payments shall be paid the same in one (1) lump sum on an annual basis the first pay period after an employee's anniversary date of hire and shall not apply to overtime or shift differential but shall be included with a member's annual salary for calculation of retirement/pension benefits.

34.3 Notwithstanding any other sections of this agreement all employees who are members of the bargaining unit shall be entitled to their longevity benefit on a prorated basis

regardless of their employment status (i.e. on unpaid leave due to illness or any other excused leave, on Workers' Compensation, Temporary Disability Insurance, etc.).

ARTICLE 35
GRIEVANCE AND ARBITRATION PROCEDURE

35.1 The purpose of the grievance procedure shall be to settle grievances of the employees in the bargaining unit including problems concerning working conditions, on as low a level possible and as quickly as possible so as to insure efficiency of the department's operation and to promote employee morale.

35.2 Any employee covered by this agreement who has a grievance must submit the grievance in writing to the Union and his or her immediate supervisor within ten (10) working days of the date of the grievance or his or her knowledge of its occurrence, but must first consult with the Department Supervisor before submitting a written grievance. He or she shall have the right to have a Steward or Union representative present during the discussion.

35.3 Grievances initiated by the Union concerning contract violations shall commence with Step 2 of the procedure and initiated within ten (10) working days of its occurrence or knowledge of its occurrence.

35.4 The city and the Union agree to the following steps to be followed for the settling of all grievances under this agreement:

Step 1: The employee who has a grievance should first discuss the grievance with his or her immediate Supervisor and his or her Union Steward or Representative.

Step 2: If no agreement is reached, the employee involved and/or with his or her Union Steward or Representative, shall discuss the grievance with the next in line of supervision. The above Supervisor shall respond to the Steward in writing within five (5) working days provided it is a written grievance.

Step 3: If the grievance still remains unadjusted, it shall be discussed with the Personnel Director within five (5) working days, after the response in Step 2 is due. The Personnel Director shall respond in writing within five (5) working days after the grievance has been discussed with the Personnel Director.

Step 4: If the grievance is not settled either party shall, within twenty-five (25) working days after the reply of the Personnel Director is due, by written notice to the other party, refer the grievance to the American Arbitration Association or Labor Relations Connection in accordance with its rules then obtaining. The parties may mutually agree to an alternative method of arbitration.

35.5 The expense of the arbitrator shall be shared equally by the parties.

35.6 The arbitrator shall have the right to determine the amount of retroactive pay, if any, the employee is due in the event the arbitrator overrules the city's decision with respect to suspension, discharge or discipline.

35.7 The decision of the arbitrator shall be final and binding on any matter pertaining to the provisions of this contract provided further that the arbitrator shall not have the power to add to or subtract from or modify any of the terms of this agreement, and no appeal shall be taken except on the grounds that the decision was procured by fraud or that the arbitrator exceeded his authority.

35.8 It shall be incumbent upon both parties to seek to settle all grievances and disputes at the lowest level possible. The time limits specified on any level of this procedure may be extended in any specific instance by mutual agreement of the parties in writing.

35.9 The City shall provide any and all records which are requested by the Union which the Union deems necessary in order to resolve grievances except individual personnel records without the explicit written approval of the employee, likewise, the Union shall provide the City any documentation that the City requests that may help to expedite the resolution of the grievance. The Union shall hold harmless the City for turning over records to the Union. All requests for records must be in writing.

ARTICLE 36
WAGES AND CLASSIFICATIONS

36.1	July 1, 2014	1.75% increase
	July 1, 2015	2.0% increase
	July 1, 2016	2.0% increase

36.2 All wage rates shall be included in Appendix A of this agreement.

36.3 Wage increases specified in 36.1 above shall become effective on the Sunday which falls closest to the July 1 of the year when increases are due.

ARTICLE 37
MILEAGE AND PARKING

37.1 Mileage payments for employees who are required by the City to use their vehicles on City business shall be the IRS rate.

37.2 Employees will be provided on a "first come - first served" basis access to parking in the Municipal Lot, Roosevelt Avenue, and will be issued permits for designated areas.

ARTICLE 38
RECLASSIFICATION

38.1 If there have been changes in the duties and responsibilities of a bargaining unit position, which are permanent in nature and result from modernization, alteration or addition to his or her existing place of work, the affected employee may request a reclassification by submitting a position reclassification form and written explanation with all relevant evidence in support of the proposed reclassification to the Personnel Director. A review shall be conducted by the Personnel Director to determine if such changes in duties and responsibilities warrant reclassification of the employee's position. If the Personnel Director determines that the change in the duties and responsibilities of the position supports a proposed reclassification, the City shall decide within sixty (60) days whether to reclassify the position or remove the additional duties. If the Personnel Director determines that the changes in the duties of the position do not support a proposed reclassification, or if the Personnel Director does not render a written decison within sixty (60) days, the Union may refer the matter to arbitration in accordance with the procedure set forth in Article 35.

38.2 In the event the matter is referred to arbitration, any arbitration award in favor of the employee, which includes retroactive payments, shall be limited to a maximum of 1 year back from the date of the arbitration award. The arbitrator may not add prejudgment interest as a part of the award.

38.3 Requests for reclassification may be made only once every 2 years from the date of applying for a reclassification unless there has been a major change in the job.

ARTICLE 39
TOOLS

39.1 The City agrees there will be a tool allotment with a maximum of two thousand one hundred ($2,100.00) dollars to be made available to employees in the Equipment Maintenance Division. The maximum any one individual may obtain is three hundred ($300.00) dollars. The Union agrees that once the two thousand one hundred ($2,100.00) has been fully expended the City's obligation has been met. This allotment shall also apply to tools damaged because of City connected work. Employees shall furnish a receipt to the City for all tools purchased. In the case of damaged tools, the original tools must be returned, with a written description of how the tool became damaged. Supervisors will verify a list of tools owned by the employees, and only tools listed thereon shall be subject to this article. Tools added from time to time must be verified. With the exception of those tools that are damaged during the year, the allotment will be paid between September 1 and October 1 of any contract year once receipts are presented.

ARTICLE 40
LIFE INSURANCE

40.1 All employees covered by the agreement will be covered by thirty thousand ($30,000.00) dollars of life insurance secured by the City.

ARTICLE 41
TUITION REIMBURSEMENT

41.1 The City shall establish a Tuition Reimbursement program for all employees covered by this Agreement. This program shall be funded annually at the rate of ten thousand ($10,000.00) per fiscal year and shall not be cumulative from year to year.

41.2 Employees shall be allowed to take two (2) courses per semester. The course must be taken at an accredited college, university, business or trade school. The course must be related to any position in the bargaining unit and approved in advance by the Director of Personnel. Employees shall be reimbursed for the tuition cost of the course within thirty (30) days of completion of the course provided the employee received a passing grade and provides satisfactory evidence of successful completion of the course.

41.3 Employees who are absent from work due to job related injuries and are receiving Workers' Compensation shall not be eligible for this program.

41.4 Employees shall not be allowed to take courses during their regularly scheduled work hours.

41.5 The City shall provide a list of all bargaining unit employees who are participating in this program. This list will include the name of the employee, the course being taken and the institution where the course is being taken and the cost of this course.

ARTICLE 42
ALTERATION OF AGREEMENT

42.1 Any alteration or modification of this agreement shall be binding upon the parties only if executed in writing.

42.2 The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 43
DURATION

43.1 The parties agree that this agreement shall be effective from July 1, 2014 and shall continue without change through June 30, 2017.

43.2 Further, this contract shall become effective upon the execution thereof by the parties and shall terminate on June 30, 2017, provided, however, that the provisions of this agreement shall be automatically renewed from year to year unless either party shall give written notice to the other party at least ninety (90) days before any subsequent termination date, that it desires to negotiate, amend or modify any or all articles or sections of this agreement.

43.3 Further, the Union and the City have the right to re-open negotiations ninety (90) days prior to June 30, 2017 provided written notice is given to either party.

43.4 Further, if at the time this agreement would otherwise terminate and the parties are negotiating for a new agreement, the terms and conditions excluding any wage increase hereof shall continue in effect so long as such negotiations continue; and any new agreement shall be made retroactive to the date the agreement would otherwise have terminated.

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SIGNATURES

IN WITNESS WHEREOF, the City has caused this instrument to be executed and its corporate seal to be affixed by its duly authorized Mayor and the Union has caused this instrument to be signed by its duly authorized President. Executed in the Presence of:

Dated: December 5, 2014

CITY OF PAWTUCKET

Donald Grebien
Mayor

Antonio Pires
Director of Administration

Joanna L'Heureux
Acting Personnel Director

RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO LOCAL 1012

Christopher Lambert
RI Council 94

August Venice
President, Local 1012

David Desjardins
Vice-President, Local 1012

Joanna Dupre
Recording Secretary, Local 1012

LOCAL 1012 - EXECUTIVE BOARD

Michaela Bolano

Melissa L. Leca

Lisa Sa Germain

Maceyhee Colon

APPENDIX A
WAGE RATES
JULY 1 2014 TO JUNE 30, 2017

Position Title	Grade
ACCOUNTANT II	R43
ADMINISTRATIVE ASSISTANT	R37
ANIMAL CONTROL OFFICER	R34
ASSISTANT LIBRARY DIRECTOR	R55
BILINGUAL COMPUTER TECHNICIAN	R27
BLDG. MAINT. FINISH CARPENTER	R36
BUILDING CUSTODIAN I (40)	R06
BUILDING CUSTODIAN II (40)	R14
BUILDING MAINT MECH I	R16
BUILDING MAINT MECH II	R26
BUILDING OFFICIAL	R49
CASHIER - COLLECTION CLERK	R23
CASHIER - DISBURSEMENTS CLERK	R29
CHIEF ACCOUNTANT	R49
CLERK I	R13
CLERK II - POLICE	R15
CLERK III - 40	R36
CLERK III - HIGHWAY	R36
COLLECTIONS CLERK SUPER. POLICE	R27
COLLECTIONS INTEGRATION SPEC.	R31
CUSTOMER SERVICE CLERK	R01
DAGGETT FARM ATTENDANT	R26
DRIVER LABOR OPERATOR	R36
ELECTRICAL INSPECTOR	R37
ENGINEERING AID II	R19
ENVIRONMENTAL & HSG COMPLIANCE INSPECTOR - PT	A00
ENVIRONMENTAL ACTION OFFICER	R29
ENVIRONMENTAL CONTROL CLERK	R11
ENVIRONMENTAL INSPECTOR	R37
EQUIPMENT OPERATOR I	R12
EQUIPMENT OPERATOR II	R20
EQUIPMENT OPERATOR III	R32
FARM ATTENDANT(PART-TIME)	A00
FIRE OFFICE SUPERVISOR	R37
FIXED ASSET ACCOUNTANT	R35
GRANTS MANAGEMENT ASSISTANT	A00

HOUSE/CODE ENFORCEMENT INSPECT	R31
IRRIGATION & FERTILIZATION SUP	R18
LABOR SUPERVISOR I	R26
LABORER II	R10
LIBRARIAN I	R43
LIBRARIAN I - PT	A00
LIBRARIAN II	R49
LIBRARY ASSISTANT I/PT	U01
LIBRARY ASSISTANT II	R23
LIBRARY ASSISTANT III	R27
LIBRARY ASST I - CIRCULATION	R17
LIBRARY ASST II - CIRCULATION	R25
LIBRARY BOOKMOBILE OP&CLK-PT	A00
LIBRARY CIRCULATION SUPERVISOR	R35
LIBRARY PAGE	RL1
LIBRARY SECRETARY	R40
LIBRARY SENIOR PAGE	RL2
MATRON/COURT INTERPRETER	R36
MECHANIC II - LEVEL I	R34
MECHANIC II - LEVEL II	R36
MECHANIC II - LEVEL III	R38
MECHANIC II - LEVEL IV	R40
MECHANIC WELDER - LEVEL I	R36
MECHANIC WELDER - LEVEL II	R38
MECHANIC WELDER - LEVEL III	R40
MECHANIC WELDER - LEVEL IV	R42
MUNICIPAL CLERK	R27
MUNICIPAL ELECTION CLERK II	R25
MUNICIPAL OFFICE SUPERVISOR	R39
NCIC VALIDATION CLERK - PT	A00
OFFICE CLERK/ZONING DIV.	R23
OPERATIONS TECHNICIAN	R36
PARK & RECREATION ATTENDANT	R12
PARK & RECREATION CLERK	R25
PAYROLL SPECIALIST	R47
PAYROLL ASSISTANT	R39
PERMIT PROCESSING AIDE	R19
PLUMBING INSPECTOR	R33
POLICE & FIRE FLEET MECH.SPEC.	R44
POLICE ADJUDICATION CLERK	R27
POLICE ADMN. CLERK III	R27

POLICE CLERK I	R15
POLICE CLERK II	R21
POLICE PAYROLL CLERK	R27
POLICE SIGNAL OPERATOR	PD1
POLICE TRAFFIC CLERK	R23
POLICE TRAFFIC CLERK II	R23
POUND KEEPER/PT	U01
PRINCIPAL TAX ASSISTANT	R39
PROBATE CLERK SUPERVISOR	R35
PUBLIC WORKS CLERK	R27
PURCHASING CLERK	R27
SCHOOL CROSSING GUARD	SC1
SENIOR ACCOUNTS PAYABLE CLERK	R33
SENIOR PLANNER	R43
SENIOR SERVICE SECRETARY	R27
SENIOR SERVICE/CASE WORKER	R29
SENIOR SERVICES COORDINATOR	R55
SENIOR SERVICES/PROGRAM COORD	R27
SENIOR TRAFFIC ENGINEERING AID	R36
SUPERV. OF THE ANIMAL SHELTER	R46
SUPERVIS. OF BLDG. MAINT. I	R34
SUPERVIS. OF INVENTORY & STORE I	R32
SUPERVIS. OF INVENTORY & STORE II	R36
SUPERVIS. OF PUBLIC WORKS OFFICE	R35
SWITCHBOARD OPERATOR (35)	R09
TAX CLERK	R23
TAX RECONCILIATION CLERK	R35
TAX SALE/LIEN CLERK	R29
TRAFFIC SIGNAL TECHNICIAN	R34
VETERINARY TECH/OFFICE MANAGER	R38
WATER BLDG MAINT CUSTODIAN	R16
WATER BOARD ENGINEER.INTERN.	U01
WATER BOARD T&D OPERATION ASST	R38
WATER CROSS CONNECT CTRL TECH	R44
WATER CUSTOMER SERVICE AGENT	R36
WATER CUSTOMER SERVICE REP	R38
WATER DISTRIB. CREW LEADER II	R46
WATER DISTRIB. CREW LEADER III	R48
WATER DISTRIB. CREW LEADER IV	R50
WATER EQUIPMENT OPERATOR I	R36
WATER EQUIPMENT OPERATOR II	R40
WATER EQUIPMENT OPERATOR III	R44

WATER EQUIPMENT OPERATOR IV	R46
WATER FLEET MAINT MECHANIC	R42
WATER METER READER SERV.PERSON	R28
WATER METER SERVICE TECHNICIAN	R32
WATER PROJECT ENGINEER	R48
WATER SOURCE TECHNICIAN	R40
WATER STOCKROOM CLERK	R30
WATER UTILITY WORKER	R28
WATER UTILITY WORKER I	R32
WATER UTILITY WORKER II	R36
WATER UTILITY WORKER III	R40
WATER UTILITY WORKER IV	R44
WEEKEND WATCH/ICE CONTROL PERS	R20
ZONING & CODE ENFORCE MANAGER	R29