CONTRACT BETWEEN

R.I. COUNCIL 94, AFSCME, AFL-CIO LOCAL 3960

(Professional and Technical Employees)

AND

THE CITY OF PAWTUCKET, RHODE ISLAND

July 1, 2012 to June 30, 2015

AGREEMENT

Pursuant to the provisions of the Municipal Arbitration Act, R.I.G.L. § 28-9.4-1 et seq., this collective Bargaining Agreement ("Agreement") is made and entered into by and between the City of Pawtucket ("City") and Rhode Island Council 94, AFSCME, AFL-CIO Local 3960 ("Union").

The terms and conditions of the parties' Collective Bargaining Agreement that was effective from July 1, 2009 to June 30, 2012 shall govern the parties' relationship for the period July 1, 2012 to June 30, 2015 as if that Collective Bargaining Agreement had extended through June 30, 2015, except as otherwise provided below:

1. **"Article 38 Duration" shall read as follows:**

The Parties agree that this agreement shall be for a term commencing July 1, 2012 and shall continue and remain in full force and effect until June 30, 2015, and from year to year thereafter unless either party shall give applicable statutory notice to the other party that it desires to negotiate, amend, or modify any or all Articles or sections of this Agreement.

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: May 2, 2016.

CITY OF PAWTUCKET

Donald Grebien
Mayor

Antonio Pires
Director of Administration

Donald Zimmerman
Human Resources Director

RI COUNCIL 94 AFSCME, AFL-CIO, LOCAL 3960

Silvio Napolitano IV
Attorney/Sr. Staff Representative
RI Council 94, AFSCME, AFL-CIO

David Clemente
President, Local 3960

Joseph Wilson
Vice President, Local 3960

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AGREEMENT

This agreement entered into between Rhode Island Council 94, of the American Federation of State, County and Municipal Employees, AFL-CIO, on behalf of the City of Pawtucket Professional and Technical Employees, Local 3960, hereinafter referred to as the "Union", and the City of Pawtucket, Rhode Island, hereinafter referred to as the "City" or the "Employer"

PURPOSE

It is the purpose of this agreement to encourage and promote a harmonious and cooperative relationship between the City and its professional and technical employees by providing for procedures, which facilitate free and frequent communications between the City and employees represented by Local 3960.

ARTICLE 1
RECOGNITION

1.1 The City of Pawtucket, its successors and assigns recognizes the Pawtucket Professional and Technical Employees' Union, Local 3960, of AFSCME, R. I. Council 94 as the exclusive bargaining agent for, and this agreement shall apply only to, permanent employees employed in the classifications listed on Appendix A, with respect to wages, hours and other terms and conditions of employment.

1.2 The bargaining unit covered by this agreement consists of all City of Pawtucket Professional and Technical Employee classifications defined in Rhode Island State Labor Relations Board Case No.3541, as modified by Appendix A.

ARTICLE 2
UNION SECURITY

2.1 The Employer agrees to a dues "check off system" whereby Union dues and/or agency fees charges will be withheld from the paychecks of all employees who voluntarily authorize such deductions in accordance with Rhode Island law. Dues and fees so deducted shall be transmitted by check at intervals of no greater length than thirty-one (31) days, made payable to the order of Rhode Island Council 94, AFSCME, and accompanied by a list of employees on behalf of whom such payments are forwarded.

2.2 All present and future employees who elect not to join the Union shall be required to pay to the union an amount equal to the regular Union dues and any assessments to compensate the Union for the cost of negotiations with the City, and other representative services performed by the Union.

2.3 Probationary employees shall not be required to become members of the Union, or to pay any agency fees, until the successful completion of their probationary period of six months. This agreement shall not apply to employees until they have successfully completed their probationary period, and have become permanent employees.

2.4 The Union agrees to indemnify the City and hold it harmless from any and all claims, liabilities or costs incurred by the City as a result of the City's compliance with the provisions of this Article.

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ARTICLE 3
NON-DISCRIMINATION

3.1 It is the continuing policy of the Union and the City that the provisions of this agreement shall be applied equally to all employees without regard to race, color, religious creed, national origin, marital status, sex, age, political affiliation or disability.

3.2 Neither the City nor the Union shall discriminate against, intimidate, or coerce any employee on account of his/her Union membership or non-membership, or an employee's exercise or non-exercise of his/her rights to bargain collectively through the Union or to engage in, or refrain from engaging in Union activity.

3.3 Both the Union and the City mutually agree with the spirit and intent of the Americans with Disabilities Act and agree to cooperate in making reasonable accommodations in the work environment, work schedule, or work assignments in order to provide an equal employment opportunity for an individual with a disability.

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.

4.2 The establishment of jobs, classifications and positions, and job specifications and qualifications are the City's exclusive responsibility. However, the City agrees to notify the Union prior to any changes made to said job specifications and qualifications currently in effect for members of the bargaining unit.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 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 as possible and as quickly as possible so as to insure efficiency of the Department's operation, and to promote employee morale.

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

5.3 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.

5.4 The City and the Union agree to the following steps to be followed for the resolution of all grievances under this Agreement:

Step 1: The employee who has a grievance should first discuss the grievance with his/her Department Director and his/her Union Steward or representative. The Department Director will respond in writing within five (5) working days, provided it is a written grievance.

Step 2: If the grievance still remains unadjusted, a meeting with the Human Resources Director shall be scheduled within five (5) working days after the response in Step 1 is due. The Human Resources Director shall respond in writing within five (5) working days after the grievance has been discussed with the Human Resources Director.

Step 3: If the grievance is not settled, either party shall, within twenty (20) working days after the reply of the Human Resources 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.

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

5.6 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.

5.7 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/her authority.

5.8 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.

5.9 The City shall provide any and all records, other than attorney work product, that are requested by the Union that 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, other than attorney work product, 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 6
NO STRIKE-NO LOCK OUT

6.1 The Union agrees that during the term of this agreement, neither it nor any of its members or representatives, nor any employee or employees shall call or engage in any strike, work stoppage or

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interference with City operations. The City agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 7
VACATIONS

7.1 Employees covered by this agreement shall receive vacation benefits, in accordance with current practice, based on the employee's total years of service with the City, as listed below:

6 Months	5 Days
1 Year	10 Days
5 Years	15 Days
10 Years	20 Days
15 Years	25 Days
20 Years Plus	30 Days

7.2 Effective July 1, 2016, accumulated vacation leave may not exceed eleven (11) calendar weeks. However, employees shall not lose time as it accrues over eleven (11) weeks during the course of the year.

7.3 Time off must be requested and approved by the Department Head with as much advance notice as possible. Whenever more than one employee requests time off in accordance with Article 7 or Article 31 during the same period and coverage does not allow for all to be off at the same time, then said time off will be awarded based on who requested said time first. If said time off is requested on the same day, then seniority will rule.

ARTICLE 8
HOLIDAYS

8.1 The following days shall be recognized Holidays with pay and granted in accordance with current practice.

New Years Day	January 1st
Martin Luther King Day	January 17th
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
U.S. Independence Day	July 4th
Victory Day	2nd Monday in August
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Employee's Birthday	For All Employees

Employees must work the scheduled day immediately before and the next scheduled day immediately after the Holiday 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. If the employee cannot verify the illness, the employee shall not be docked for the Holiday if it is a first infraction

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

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

8.2 When an authorized Holiday falls on a Saturday, the prior Friday shall be observed. When an authorized Holiday falls on a Sunday, the following Monday shall be observed. When a Holiday falls during an employee's scheduled vacation, an additional day off shall be given the employee.

8.3 At his discretion, the Mayor may designate any day or part of any day as a Holiday.

8.4 All employees covered by this agreement shall be eligible to accrue all benefits commencing with their date of hire. The accruals will not be credited until the end of the six months probationary period.

ARTICLE 9
PERSONAL LEAVE

9.1 In accordance with current practice, employees with one (1) or more years of service shall be entitled to one (1) day of personal leave per year, and employees with ten (10) or more years of service shall be entitled to three (3) days of personal leave per year. Personal days are to be taken in no less than one-half (1/2) day increments, and three (3) working days' notice must be given for all requests for personal leave, except in the case of an emergency In the event of an emergency, an employee must notify his/her department head prior to the beginning of his/her work shift. Personal leave may not be used in lieu of sick leave.

ARTICLE 10
SICK LEAVE

10.1 Full time permanent employees shall accrue one and one-quarter (1¼) days of sick leave for each full calendar month of service, which equates to fifteen (15) sick days per year. The accruals will not be credited until the end of the six months probationary period.

10.2 The employer may require a physician's certificate for each sick leave with pay for absences of more than three (3) days.

10.3 For all current employees at the time of ratification of the July 1, 2015 – June 30, 2018 Collective Bargaining Agreement, sick leave with pay may not accrue beyond a total of two hundred (200) days.

10.4 For all employees hired after ratification of the July 1, 2015 – June 30, 2018 Collective Bargaining Agreement, 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.

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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.

10.6 Upon retirement, or death, any employee who shall retire or die having to his/her Credit unused sick leave, shall be paid or have paid to a designated beneficiary, a lump-sum payment equivalent to fifty (50%) percent of the accumulated unused sick leave.

10.7 Employees who, during the preceding fiscal 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) additional personal days. Employees who are absent due to normal illness of not more than two (2) days shall be entitled to one (1) additional personal day.

10.8 In order to prepare for the employee's absence during family and medical leave, the City requires 20 days written notice whenever possible of the employee's intention to take such leave.

10.9 The beneficiary designated in the employee life insurance policy shall also receive any and all remaining benefits of the employee upon his or her death, including but not limited to, per Collective Bargaining Agreement, accumulated sick leave, pro-rated vacation and longevity along with all outstanding payroll checks.

ARTICLE 11
BEREAVEMENT LEAVE

11.1 The City agrees to allow employees leave of absence with pay not to exceed five (5) days from the time of notification of death to and including the day following the burial of a deceased "family member". For purposes of identification, a "family member" shall be a mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, stepchildren, stepparents, foster parents, foster children, or domestic partners as defined in the City's policy regarding medical insurance. 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 Employees espousing faith with varying and different death customs shall be allowed bereavement leave commensurate with the custom of his particular faith.

11.4 For the death of a relative other than those described in Section 11.1 and 11.2, paid leave shall be for not more than one (1) day, in order to allow funeral attendance.

ARTICLE 12
LEAVE WITHOUT PAY

12.1 Upon written notification to the Employer and subsequent approval by the Employer, an employee may be granted a leave of absence without pay for a period not to exceed one (1) year. Such leaves of absence shall be granted on a case by case basis and consistent with all applicable laws such as the Family Medical Leave Act ("FMLA") and the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA"), etc. Upon expiration of such leave of absence, the employee shall be reinstated to the position, which he or she occupied at the time the leave was granted.

Failure of an employee to return to his/her position upon expiration of said leave of absence shall be just cause for dismissal.

12.2 A permanent employee granted a leave of absence who desires reinstatement to his/her position, shall notify the Employer in writing of his/her desire to return to the vacated position. Upon said request, made prior to the expiration of approved leave, the employee shall be reinstated promptly upon expiration of the approved leave, to the position occupied by the employee at the time said leave of absence was granted.

12.3 An employee who, through injury or illness, has exhausted his/her sick leave or other benefits, and has been granted authorized leave without pay, based upon his/her physician's recommendations, shall remain covered by his/her medical coverage as provided by the City, as though he/she were 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 who incurs an injury or illness while working for an employer other than the City.

12.4 No accrual of vacation nor sick time will take place during any unpaid leave of absence and longevity will be prorated to the actual time of service from the employee's last anniversary date.

12.5 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.

12.6 The City may with a temporary employee fill vacancies created by employees on leave without pay as soon as such leave begins.

12.7 It is the intent of the parties that the provisions of this Article and Article 13 shall be, at a minimum, in conformance with the FMLA and the RIPFMLA and that the parties agree to comply with the FMLA and the RIPFMLA.

ARTICLE 13
MATERNITY 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.

13.3 Pregnant employees who have exhausted their sick leave or who decline to use their sick leave shall be granted a maternity leave without pay for a combined period not to exceed twelve (12) months. This period may be extended by mutual consent of the parties. 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. An early return by the employee may be made by written notice of thirty (30) days to the Employer.

ARTICLE 14
MILITARY LEAVE

14.1 Employees who are members of the United States Military Reserves or the Rhode Island National Guard, and are ordered to attend a training period of encampment under the supervision of the United States Armed Forces, shall be granted a 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 as described above, employees shall accrue sick and vacation leave as though actually employed.

ARTICLE 15
JURY DUTY

15.1 Regular full-time employees shall be granted leave of absence with pay for required jury, grand jury, or other similar required civic duty before a court or other public body. Appearance as a witness in personal, civil or criminal cases or matters, which are not job-related shall not be covered by this article. During the period of leave as described above, employees shall accrue sick and vacation leave as though actually employed.

ARTICLE 16
MEDICAL INSURANCE

16.1 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 #1187-0003," edition date "HMC2C BB (01/15)". The following represents a summary of the most common in-network point of service co-pays, the remainder of which can be found in the Benefit Booklet referenced herein:

Point of Service Co-Pays

Primary Care	$15.00	Urgent Care	$15.00
Specialist	$25.00	Mental Health/Office Visit	$25.00
Other Practitioner	$25.00	Office Visit/Substance Abuse	$25.00
Preventative Care	No Charge	Eye Exam	$25.00
Screening	No Charge		
Immunization	No Charge		
Emergency Room	$100.00		
Emergency Transportation	$50.00		

Pharmacy Co-Pays

Tier 1	$7.00
Tier 2	$25.00
Tier 3	$40.00
Specialty Pharmacy	$40.00

Employees shall contribute on a weekly basis toward the cost of these benefits. An employee's weekly contribution shall amount to 20% 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 January 1, 2016	$36.00	$18.00
Effective June 30, 2016	$46.00	$23.00
Effective June 30, 2017	$56.00	$28.00

16.2 The City shall pay the cost of Dental Insurance, individual or family coverage, whichever is requested. Dental Insurance 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, 2015 to June 30, 2016.

16.3 The City may seek alternative health insurance coverage, which will provide employees with the same level of coverage as set forth herein. In such case, the City will obtain the Union's permission to change health care providers which permission will not unnecessarily 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.

16.4 The City further agrees to permit employees a choice between the above-referenced plan and any other certified health maintenance program, provided that any expense in excess of the aforesaid Medical Insurance shall be borne by the employee.

16.5 In the event husband and wife are both City employees, the City will pay for family coverage for one employee, and individual for the other.

16.6 Medical Insurance coverage as described above will be paid by the City for retirees who achieved a minimum of ten (10) years with the City. Coverage will be in effect from age fifty-eight (58) through age sixty-five (65). 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 21, 2010 shall not be required to pay a premium co-pay for medical coverage at retirement. All employees hired after January 21, 2010 shall be required to pay a premium co-pay for medical coverage at retirement at the same rate as active employees.

16.7 The City will provide individual 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". Employees who receive medical coverage as stated herein, and who retire when they reach age 65, shall receive Plan 65. No co-payment.

16.8 Employees shall have the option of receiving a cash payment in lieu of Medical Insurance and/or Dental Insurance coverage. Employees who elect this option shall receive the following amount of money on the last payday of November in each year. Effective July 1, 2011 this provision shall not apply to employees with a spouse who is employed by the City, which also includes the School Department and the Pawtucket Water Supply Board.

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

ARTICLE 17
WORKERS' COMPENSATION

17.1 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/her sick leave and vacation leave at fifty (50) percent of the normal rate for the period for which he/she is out of work for the injury so covered for a maximum of one (1) year. 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.

17.2 Employees will be paid the total longevity benefit to which they are entitled on their first anniversary date following their return to work from their on the-job injury.

17.3 An employee who suffers on the-job injury shall be entitled to return to his/her former position within thirty (30) months from his/her date of injury.

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

17.5 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 Director of Human Resources, 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. Unless agreed by the parties, this transfer to transitional duty will be reviewed periodically and should not exceed a ninety (90) day period.

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.

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

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17.6 The City may with a temporary employee fill vacancies created by employees absent on Workers Compensation as the need arises.

ARTICLE 18
LIFE INSURANCE

18.1 All employees covered by this Agreement shall be covered by Thirty Thousand ($30,000) Dollars of life insurance secured and paid for by the City.

ARTICLE 19
RETIREMENT BENEFITS

19.1 It is hereby mutually agreed that coverage under the Rhode Island Municipal Retirement System shall be maintained.

19.2 Employees who retire shall be allowed to participate in the Group Life Insurance Plan as specified in Article 18 of this Agreement, at their own expense, subject to insurance carrier rules.

ARTICLE 20
SENIORITY

20.1 For purposes of this agreement seniority shall be defined as continuous length of service with the City in a classification included within the bargaining unit commencing from the employee's most recent date of hire.

20.2 When an employee successfully bids on a job in a higher classification, that employee will be placed on the step in the new classification, which reflects an increase above the rate of pay they were receiving before the promotion. The employee shall arrive at the top step of the new classification no later than eighteen months of satisfactory service in the position.

ARTICLE 21
LAYOFFS

21.1 In the event the City determines it necessary to lay off employees, abolish positions, or otherwise reduce staff by way of reorganization or otherwise, the City will provide the Union with two (2) weeks advance notice and inform the Union as to the classifications, positions, departments, and divisions or other work units to be affected prior to implementation of any such action. In the event of lay off, employees shall be laid off on the basis of their seniority standing (as defined in Article 20) within the affected classifications and/or positions. Any employee subjected to layoff shall have the right to displace a junior employee in his/her department in any equally rated/paid or lower rated/paid classification or position, provided that his/her qualifications, fitness, and ability to perform the duties and responsibilities of the classification/position are equal to that of the employee sought to be displaced.

21.2 An employee affected by layoff who is not allowed to displace a junior employee under Section 21.1 above may displace a junior employee in another department in any lower rated/paid

classification or position, provided that his/her qualifications, fitness, and ability to perform the duties and responsibilities of the classification/position are equal to that of the employee sought to be displaced. Any employee who is allowed to displace a junior employee under this Section or Section 21.1 above shall, as determined by the Department Head, perform satisfactorily over a fifteen working day period, or be laid off.

21.3 Whenever the City determines it necessary to increase the work force within the bargaining unit, laid off employees shall be recalled in the inverse order of their lay off to the classifications or positions from which they were laid off, to the extent the City determines to fill such classifications or positions before any new employees are hired in such classifications or positions. Laid off employees shall retain recall rights to the classifications or positions from which they were laid off for a period of three (3) years. While on lay off, employees shall accrue seniority credit but shall be entitled to no other benefits of employment received by active employees.

21.4 The bumping provisions as described in Sections 21.1 and 21.2 above shall also apply to employees whose jobs have been abolished.

ARTICLE 22
PROMOTIONAL OPPORTUNITIES

22.1 Vacancies occurring within the bargaining unit shall be available to members of the bargaining unit depending upon their qualifications, education fitness, and ability as determined by the Human Resources Director, prospective Department Head and an executive representative for the Mayor. This provision shall not be construed to prohibit the City from hiring from any source if in the judgment of the Human Resources Director, prospective Department Head, and mayoral representative; a non-member of the bargaining unit is more qualified. In addition, the City agrees to post all bargaining unit vacancies and new positions on all Department/Division bulletin boards within seven (7) days.

ARTICLE 23
WAGES

23.1	July 1, 2015	3.0% increase
	July 1, 2016	2.75% increase
	July 1, 2017	2.0% increase

23.2 Wage increases specified in 23.1 above shall become effective on the Sunday which falls closest to the July 1 of the year when increases are due.

ARTICLE 24
LONGEVITY

24.1 (a) Except as hereinafter provided in paragraph (b), all employees covered by this Agreement shall receive longevity pay according to the following schedule, based on the employee's base annual pay and the total years of service with the City. For the purposes of this Article, prior years of service shall not be taken into account in the event that an employee had interrupted services.

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0-4 Years	0%
5-9 Years	7%
10-14 Years	8%
15-19 Years	9%
20+ Years	10%

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

0-7 Years	0%
8-12 Years	7%
13-17 Years	8%
18-22 Years	9%
23+ Years	10%

24.2 Longevity payments shall be paid on an annual basis, thirty (30) days after an Employee's anniversary date of hire, and shall be computed as part of an employee's base pay for pension purposes.

ARTICLE 25
EYEGLASS COMPENSATION

25.1 An employee who has suffered damage to his/her eyeglasses during the course of work-related duties shall have said eyeglasses replaced by the City. Replacement is contingent upon adequate proof that the eyeglass were damaged in the course of the employee's duties, and was in no way attributable to the employee's fault or negligence.

ARTICLE 26
MILEAGE

26.1 Employees required to use their vehicles on City business shall be compensated at a rate reflecting IRS allowable guidelines. These guidelines are established on Publication 5, Circular E of the Employer's Tax Guide for Wages and Other Compensations.

ARTICLE 27
HEALTH AND SAFETY

27.1 The City and union mutually agree that employees will be afforded every opportunity to work in a safe and healthy environment. An employee, who feels his/her work environment has become unsafe or unhealthy, or is in violation of acceptable safety rules, shall have the matter considered by a representative from the City and the Union.

27.2 If the matter is not adjusted satisfactorily, the Mayor shall appoint a safety review committee, and two (2) members of said committee shall be members of the Union, elected by the membership. The purpose of the committee shall be to make every reasonable effort to correct the situation.

ARTICLE 28
DISCIPLINARY ACTION

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

28.2 After a period of twelve (12) months, verbal reprimands shall be expunged from the employee's personnel records. After a period of eighteen (18) months, written reprimands shall be expunged from the employee's personnel records. If the aforementioned reprimands have not been expunged from the employee's record in accordance with the above, said reprimands shall not be used against said employee regarding the imposition of future discipline or in any future disciplinary proceeding or hearing.

28.3 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.

28.4 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/her designee. Any employee who is to be formally counseled or disciplined by the Employer shall receive a five (5)day written notice prior to such counseling or disciplinary hearing. If the City has actual knowledge that an infraction has occurred, the City shall take steps to address the infraction within ten (10) working days of the occurrence of said infraction.

28.5 Where appropriate, disciplinary action may include the following:

- Verbal Warning
- Written Reprimand
- Suspension
- Termination

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

ARTICLE 29
UNION ACTIVITIES

29.1 Union officers shall be granted reasonable time off, upon written notice, during working hours, without loss of pay, for the purpose of conducting Union business with City officials.

29.2 Upon written notice to the Department Head, or in the absence of the Department Head, the Human Resources Director, the Union President shall be permitted, on an as needed basis only, time off during working hours, without loss of pay, for the purpose of investigating and/or processing grievances.

29.3 Additional time off for other Union activities shall be contingent upon approval by the Employer.

DC

29.4 The Union shall furnish the City with a written list of its officers, and notify the City of any changes to it.

29.5 The Union must provide an accurate log of actual time spent on the investigation and resolution of grievances.

ARTICLE 30
HOURS OF WORK

30.1 The normal 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 reasons.

30.2 There shall be the equivalent of twelve (12) furlough days scheduled between January 1st. 2010 and June 30, 2010. All employees affected by furlough days shall be reimbursed for said furlough within sixty (60) days after ratification of the July 1, 2015 – June 30, 2018 Collective Bargaining Agreement at the Fiscal Year 2016 rate of pay.

ARTICLE 31
COMPENSATORY TIME

31.1 When it becomes necessary that members must work beyond their regularly scheduled hours at the request of said employee's supervisor or other member of the Administration, said employee shall accumulate compensatory time, in accordance with the Fair Labor Standards Act, at the rate of one (1) hour of compensatory time for every one (1) hour of time worked beyond his/her regular schedule.

31.2 Payroll shall keep a compensatory time bank so that there is a clear record of compensatory time accumulated and used. Hours accumulated shall show on employee paychecks under "accrued time". Requests to use compensatory time shall be made by the employee on a leave request form or its electronic equivalent.

31.3 Members shall have no more than two (2) weeks of accrued compensatory time at any point throughout the year. Whenever compensatory time falls below two (2) weeks, members shall be allowed to accrue additional compensatory time until they reach the two (2) week maximum.

31.4 Usage of accumulated compensatory time must be requested at least one week in advance of desired usage. This may be waived by the employee's supervisor. The employee's supervisor may determine how many employees can use compensatory time simultaneously and may disallow the use of such time when staffing coverage would be adversely affected. Whenever more than one employee requests time off in accordance with Article 7 or Article 31 during the same period and coverage does not allow for all to be off at the same time, then said time off will be awarded based on who requested said time first. If said time off is requested on the same day, then seniority will rule.

31.5 Accrued compensatory time must be used within the fiscal year that it is earned and shall not be carried over to the next fiscal year. If extenuating circumstances exist, such as an inability to take time off due to staffing coverage or for other reasons unrelated to employee neglect to use, then said time shall be carried over, subject to management authorization, into the next fiscal year. This carryover will not impact the employee's ability to accrue compensatory time in the new fiscal year. Compensatory time will not be subject to a final payout.

DC

31.6 This Article shall be in accordance with all applicable Federal and State statutes and regulations and shall be reviewed annually to determine effectiveness within the City and compliance with the Fair Labor Standards Act and may be modified, if necessary, by written Agreement between the City and the Union.

31.7 The terms of this Article shall cease after June 30, 2018 unless otherwise agreed, in writing, by the City and the Union.

ARTICLE 32
MISCELLANEOUS

32.1 The City shall notify the Union of the title, pay grade and job duties of any newly created positions which should be included in Appendix A.

ARTICLE 33
ALTERATION OF AGREEMENT

33.1 There shall be no alterations or modifications of this agreement unless agreed to in writing and signed by both parties.

33.2 The waiver of any breach, condition or application of this agreement by either party shall not constitute a precedent in, or prohibit, the future enforcement or application of any of the terms and conditions of this agreement.

ARTICLE 34
SEVERABILITY

34.1 If any portions of this agreement are found to be in violation of the law, the remainder of the agreement shall remain in full force and effect.

ARTICLE 35
TUITION REIMBURSEMENT

35.1 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 three thousand dollars ($3,000.00) per fiscal year and shall not be cumulative from year to year.

35.2 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 job related and approved in advance by the Human Resources Director. Employees shall be reimbursed for the tuition cost of the course within (30) thirty days after the following documentation is received by the Personnel Office:

a) Employee must provide evidence of successful completion of the course with a "B" average for any graduate course and a "C" average for any undergraduate course.

35.3 Employees who are absent from work due to job related injuries and are receiving worker's compensation shall not be eligible for this program. Employees shall not be allowed to take courses during their regularly scheduled work hours.

DC

35.4 If requested, the City shall provide a list of all bargaining unit employees participating in this program. The list will include the names of the employee, the course (s) being taken and the institution where the course is being taken as well as the cost of the course(s).

ARTICLE 36
OUT OF GRADE PAYMENT

36.1 Requests for out of grade pay shall be presented by the employee's immediate supervisor for approval by his or her Department Director. The Department Director shall notify the Human Resources Director and Payroll Division in writing of the intent for the employee to work out of grade. Any approved out of grade work must be in writing by the employee's Department Director and attached to the weekly payroll. Any employee working out of grade and performing substantially all of the duties of a higher rated classification for one (1) work day or longer shall receive the rate of pay for the classification he or she is working in and the rate of pay shall be at the same step that he or she is working in. Those required to work in a lower classification by the Department Director shall receive the rate of pay from which they are transferred.

ARTICLE 37
RECLASSIFICATION

37.1 The City and the Union agree to the formation of a committee composed of up to four (4) members with a maximum of two (2) selected by the Union and two (2) selected by the City. The Committee shall meet as needed at a date mutually agreed upon by the Union and the City. The Committee shall be responsible for evaluating existing jobs in the event of a change in duties, responsibilities or skill requirements and shall be responsible for discussing the duties, responsibilities, skill requirements, and paygrades for any new positions that are added to the Bargaining Unit in the future. The Committee shall meet to evaluate these new positions as needed.

37.2 If a Union employee has the duties and responsibilities of his/her position permanently changed for any reason, the affected employee may request a reclassification by submitting a position reclassification form, or its electronic equivalent, and written explanation with all relevant evidence in support of the proposed reclassification to their Union representatives. The Union will work to ensure that the reclassification form and supporting documentation is relevant and complete before submitting it to the Committee.

A review shall be conducted by the Committee to determine if such changes in duties and responsibilities warrant a reclassification of his/her position within forty-five (45) days of receipt of the completed forms.

If the Committee finds that there has been a change in duties, responsibilities, or skill requirements, then said Committee shall be responsible for placing the job in the appropriate paygrade and classification, subject to final approval by the Director of Administration. This process should be complete no more than forty-five (45) days following the Committee's or the Director of Administration's rendered decision. The new pay rate will be paid from the date of the reclassification filing.

If the Committee cannot come to a mutual decision, the matter shall be referred to the Director of Administration in accordance with the procedure set forth below in Article 37.3.

DC

37.3 In the event that the matter is referred to the Director of Administration, the following shall be the procedure:

a. The Union, on behalf of the employee(s) seeking the reclassification, shall present any and all information regarding the reclassification request(s) to the Director of Administration for consideration.

b. The Director of Human Resources or his/her designee shall also be given the opportunity to explain to the Director of Administration why the reclassification could not be agreed to.

c. The Director of Administration shall review the information provided by the Union and the Human Resources Director or his/her designee, and shall make a final and binding decision on the reclassification request.

d. This process should not take more than ninety (90) days from the submission of the reclassification form.

ARTICLE 38
COMPLETE AGREEMENT AND UNDERSTANDING

This agreement constitutes the entire agreement and understanding between the Employer and the union arrived at as the result of collective bargaining, except such amendments hereto as shall be reduced to writing and signed by the parties. The parties acknowledge that during the negotiations which resulted in this agreement, each has had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

ARTICLE 39
DURATION

The parties agree that this Agreement shall be for a term commencing July 1, 2015 and shall continue and remain in full force and effect until June 30, 2018 , and from year to year thereafter unless either party shall give applicable statutory notice to the other party that it desires to negotiate, amend, or modify any or all Articles or sections of this Agreement.

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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: May 2, 2016

CITY OF PAWTUCKET

RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO LOCAL 3960

Donald Grebien
Mayor

Silvio Napolitano
Attorney/Sr. Staff Representative
RI Council 94, AFSCME, AFL-CIO

Antonio Pires
Director of Administration

David Clemente
President, Local 3960

Donald Zimmerman
Human Resources Director

Joseph Wilson
Vice President, Local 3960

APPENDIX A

CONTRACT BETWEEN
R.I. COUNCIL 94, AFSCME, AFL-CIO LOCAL 3960
(Professional and Technical Employees)

AND

THE CITY OF PAWTUCKET, RHODE ISLAND

July 1, 2015 to June 30, 2018

Classifications Included Within Bargaining Unit Covered By The Agreement:

Affirmative Action Director
Accountant II/ Planning
Appraisal Technician
Assistant Police Computer Operations Specialist
Assistant Superintendent Parks & Recreation
Assistant Tax Collector
Chief of Project Development
Code Enforcement Officer
Community Development Information Specialist
Community Development Program Manager
Deputy City Clerk
Deputy Finance Director
Deputy Tax Assessor
Director of Pawtucket Emergency Management Agency
Director of Zoning and Code Enforcement
Economic/Cultural Affairs Officer
Finance Office Assistant
Fiscal Manager
Help Desk Coordinator
Information Systems Support Coordinator
Labor Supervisor II
Manager of Information Systems
PC Network Coordinator
Police Computer Operations Specialist
Police/ID Bureau Assistant
Project Leader
Program Manager
Project Engineer
Project Supervisor – GIS Analyst
Purchasing Agent
Record Control Specialist
Registrar Board of Canvassers
Secretary-Trust & Agency
Senior Computer Systems Programmer
Special Projects Clerk

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Superintendent of Equipment Maintenance
Superintendent of Recreation
Superintendent of Sewers & Sanitation
Superintendent of Streets and Bridges
Supervisor of Building Maintenance
Supervisor of Parks & Recreational Facilities
Supervisor of Sewer, Sanitation & Recycling
Tax Assessor
Tax Collector
Traffic Engineering Supervisor

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