

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

GENERAL TEAMSTERS LOCAL UNION No. 251

AND

THE PAWTUCKET WATER SUPPLY BOARD

JULY 1, 2023 TO JUNE 30, 2026

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AGREEMENT

This agreement ("Agreement") is entered into between the Pawtucket Water Supply Board ("PWSB"), hereinafter referred to as the "Employer" and the General Teamsters Local Union No. 251, hereinafter referred to as the "Union".

PURPOSE

It is the purpose of this Agreement to promote a harmonious and cooperative relationship between the PWSB and the supervisory and technical employees within the PWSB organization by outlining work conditions and providing procedures, which facilitate free and frequent communications between the PWSB and Teamsters Local 251.

ARTICLE 1 **RECOGNITION**

1.1 The PWSB recognizes the Union as the sole and exclusive collective bargaining representative for the supervisory, managerial and technical positions within the PWSB for the purpose of collective bargaining with respect to rates of pay and conditions of employment.

1.2 The supervisory, managerial and technical positions within the PWSB that are subject to this Agreement are listed in Appendix A as described in the State Labor Relations Board Case Number EE-3584.

1.3 It is the intent and purpose of the parties hereto that this Agreement shall promote harmonious relations between them in the avoidance of labor disputes and shall set forth herein the rates of pay, hours of work and conditions of employment of the employees for whom the Union is recognized as the collective bargaining agent as hereinafter specified and shall be binding upon both parties, their successors and assigns from and after the date thereof, until terminated hereinafter provided.

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, political affiliation, disability, veteran status, sexual orientation, transgender and gender identity or Union membership or activities.

2.2 The PWSB and the Union 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 individuals with disabilities provided such accommodations are not in conflict with this Agreement.

2.3 The Union and the PWSB agree that the provisions of this Agreement shall be applied in conformance with the Federal Family and Medical Leave Act and the Rhode Island Parental and Family Medical Leave Act.

2.4 The Parties mutually agree to conform with the USERRA and as it may be amended.

ARTICLE 3 **UNION SECURITY**

3.1 The Employer agrees to a dues "check off system" whereby it will withhold Union dues from the paychecks of all employees covered by this Agreement and who voluntarily authorize such deductions in a written authorization to be provided to the Employer and in accordance with applicable law. The current written authorization is attached hereto as "Appendix C". The Union agrees to indemnify and hold the Employer harmless from any and all claims, liabilities or costs incurred by the Employer as result of the Employer's compliance with the provisions of this section 3.1 and section 3.3 below.

3.2 Effective upon the ratification data of this Agreement, PWSB shall notify the Union business agent in writing, within thirty (30) business days of the hiring of any new employee in the bargaining unit. The notice shall include the employee's name, address, telephone number, birthdate, date of hire, job classification, and wage rate. Union representatives shall have the right to meet with bargaining unit employees on Employer property and to distribute Union information to them during non-work time in a manner that does not disrupt work.

3.3 The Employer agrees that should the law change, either by judicial or legislative action, to permit union security clauses (i.e. clauses requiring employees to become and remain members in good standing of the Union or to pay an agency fee, as a condition of employment), this Agreement shall be amended in conformance with the applicable change in law.

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 PWSB, all authority, power, rights, jurisdiction and responsibilities for the management of the PWSB are retained and reserved exclusively to the PWSB.

The rights reserved to the PWSB include, but are not limited to, the right to determine the overall budget and mission of the PWSB; to maintain the efficiency and effectiveness of operations; to determine the services to be rendered and the operations to be performed; to develop and implement policy; to direct and supervise and lay-off employees; to suspend, discharge or otherwise discipline employees for just cause; and issue reasonable rules and regulations for the conduct of the PWSB. The PWSB has the right and obligation to modify any PWSB operations as required by regulatory actions.

Neither this article nor any other provision of this Agreement shall be interpreted as a waiver by the Union of any effects bargaining rights that the Union may have as provided by law.

4.2 The PWSB reserves the right to institute an Employee Performance and Development Plan to set goals and development objectives for each employee. The Performance and Development Plan will be conducted by the PWSB Chief Engineer and/or Assistant Chief Engineer, with consultation of the Supervisor of the employee. The Plan is not for the purpose of discipline.

ARTICLE 5 STRIKES AND LOCKOUTS

5.1 The Union agrees that during the term of this Agreement there shall be no strike or work stoppage. The PWSB agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 6 GRIEVANCE AND ARBITRATION PROCEDURE

6.1 A "grievance" is an alleged violation of any specific provision or provisions of the Agreement, or practices.

6.2 A grievance may be submitted to the employee's direct supervisor without invoking this procedure and resolved without precedential effect to either party.

6.3 A grievance shall be required to be filed in writing within ten (10) working days of the date on which the Union and/or aggrieved employee or employees knew or should have known of the events, facts, or circumstances giving rise to the grievance. The grievance shall be filed with the PWSB Chief Engineer and shall specify the provision or provisions of this Agreement allegedly violated and the nature of such claim. Within ten (10) working days, the Chief Engineer shall respond to the grievance in writing.

6.4 In the event that the grievance is not settled, the Union may elect arbitration, by written notice to the Chief Engineer and submission of the grievance to the American Arbitration Association for arbitration to be conducted in accordance with Association rules. Such an action must be filed within twenty (20) working days from the date of response of the Chief Engineer. Expenses of the arbitration jointly incurred shall be shared equally by the parties. The decision of the arbitrator shall be final and binding, subject to the ability of PWSB or the Union to appeal as provided by law. The arbitrator shall have authority to mitigate any discipline. The parties may mutually agree in writing to an alternative method of arbitration.

6.5 The PWSB and the Union agree to try to resolve grievances at the earliest possible point in the grievance procedure

ARTICLE 7
DISCIPLINARY ACTION

7.1 Progressive discipline, up to and including termination, may be imposed on any employees covered by this contract for just cause.

The Employer will, at all times, adhere to the principles of the just cause standard.

ARTICLE 8
HOURS OF WORK

8.1 The normal work week shall be forty (40) hours per week. Employees shall receive two (2) paid 15 minute breaks and one (1) unpaid 30 minute meal period.

ARTICLE 9
HOLIDAYS

9.1 The following list shall constitute the official paid holidays for the employees covered by this Agreement:

News Years Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
US 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 Day	
Christmas Day	December 25

9.2 In addition to the above listed holidays, the employees covered under this Agreement are entitled to a floating holiday which can be taken on any day during the calendar year. Floating holidays cannot be accumulated; any floating holiday not taken in one calendar year may not be carried into the subsequent year.

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

9.4 If an authorized holiday falls during an employees' scheduled vacation, said employee shall receive holiday pay for that day.

9.5 If new holidays are officially declared by the State or Federal government, the employees covered by this Agreement shall automatically receive that holiday.

9.6 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 or injury of the employee, or a member of the family within the household of the employee, whose illness requires the care of such employee. The Chief Engineer, or his or her designee, may require a physician's certification of the illness or injury.

b. Death in the family of an employee or an employee's spouse for which bereavement leave, as described in Article 13, is granted.

c. Any scheduled time off as allowed in this Agreement.

ARTICLE 10 **VACATIONS**

10.1 All employees covered by this Agreement who have had at least six (6) months of continuous service shall be entitled to a vacation leave of five (5) days.

10.2 All employees covered by this Agreement who had at least one (1) year of continuous service shall be entitled to a vacation leave of ten (10) days.

10.3 All employees covered by this Agreement who had at least five (5) years of continuous service shall be entitled to a vacation leave of fifteen (15) days.

10.4 All employees covered by this Agreement who had at least ten (10) years of continuous service shall be entitled to a vacation leave of twenty (20) days.

10.5 All employees covered by this Agreement who had at least fifteen (15) years of continuous service shall be entitled to a vacation leave of twenty-five (25) days.

10.6 All employees covered by this Agreement who had at least twenty (20) years of continuous service shall be entitled to a vacation leave of thirty (30) days.

10.7 All employees hired PRIOR to 7/1/2017 shall be allowed to carry over no more than 60 days of vacation leave from year-to-year. All employees hired AFTER 7/1/2017 shall be allowed to carry over no more than 30 days of vacation leave from year-to-year. For this Agreement, the end of the year shall be defined as being June 30; no employee shall carry more than the allowed amount of vacation time as of June 30 of each year.

10.8 Upon resignation, termination or retirement employees shall be paid one hundred (100%) percent of unused vacation hours. In no event shall an employee be paid accrued vacation time in excess of the contractual limits which are 60 days of accrued vacation time for

employees hired PRIOR to 7/1/2017 and 30 days of accrued vacation time for employees hired AFTER 7/1/2017.

10.9 Employees must give a minimum of thirty (30) days notice for vacation leave greater than one week. Such leave shall be approved in advance by the employee's Supervisor and the Chief Engineer. 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 employee's Immediate Supervisor and the Chief Engineer.

10.10 Vacations of greater than two weeks duration will require the department manager to submit a plan to cover the work performed by the person requesting vacation.

10.11 If requested, under emergency situations, an employee may be asked to change or delay the scheduled vacation or may be called back from vacation. If called back from vacation, the employee will receive overtime pay for the scheduled vacation.

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

a. Bona fide illness or injury of the employee, or a member of the family within the household of the employee, whose illness requires the care of such employee. The Chief Engineer, or his or her designee, may require a physician's certification of the illness or injury.

b. Death in the family of an employee or an employee's spouse for which bereavement leave, as described in Article 13, is granted.

c. Any scheduled time off as allowed in this Agreement.

ARTICLE 11 **PERSONAL LEAVE**

11.1 Employees shall be entitled to four (4) days of personal leave per year. Personal days are to be taken in increments of no less than two (2) hours. Three (3) working days' notice must be given to the employee's Supervisor for all requests for personal leave, except in the case of an emergency.

11.2 Personal days must be used in the fiscal year in which they are earned.

ARTICLE 12 **SICK LEAVE**

12.1 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.

12.2 The PWSB shall require a physician's certificate for use of sick leave over five (5) days in length. Any employee who uses two (2) or more sick days within a thirty (30) day period without a physician's certificate shall be subject to counseling and, if the employee's attendance does not improve, progressive discipline.

12.3 For employees hired before 7/1/2017, sick leave may not accrue beyond a total of two hundred twenty (220) days. All employees hired AFTER 7/1/2017 shall not accrue beyond a total of one hundred (100) sick leave days, and no employee hired AFTER ratification shall be granted more than one hundred (100) sick leave days in any one calendar year.

12.4 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.

12.5 Upon retirement, employees hired before 7/1/2017, having accrued sick time shall be eligible to receive a lump sum payment equivalent to one hundred percent (100%) of the accumulated unused sick leave. Employees hired after 7/1/2017, having accrued sick time shall be eligible to receive a lump sum payment equivalent to fifty percent (50%) of the accumulated unused sick leave.

12.6 Upon death, an employee hired before 7/1/2017 having accrued sick time shall have a lump sum payment equivalent to one hundred (100%) of the accumulated unused sick leave paid to a designated beneficiary. An employee hired after 7/1/2017 having accrued sick time shall have a lump sum payment equivalent to fifty percent (50%) of the accumulated unused sick leave paid to a designated beneficiary. 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.

12.7 Any employee, who during the preceding fiscal year, has not used any sick leave shall be entitled to three (3) additional personal days. Any employee, who during the preceding fiscal year, has used only one (1) day of sick leave shall be entitled to two (2) additional personal days. Any employee, who during the preceding fiscal year, has used only two (2) days of sick leave shall be entitled to one (1) additional personal day, which is to be used in accordance with Article 11.

ARTICLE 13 **BEREAVEMENT LEAVE**

13.1 The PWSB agrees to allow employees covered by this Agreement a leave of absence with pay for up to four working days including the day following the funeral/memorial service of a deceased "family member". For the purposes of this Agreement, a "family member" shall be a mother, father, spouse, domestic partner as defined and accepted in the City's Personnel Policies, child, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, grandchild, step-child, step-father, step-mother, foster parents, or foster children.

13.2 The PWSB agrees to allow employees covered by this Agreement a leave of absence with pay for up to three working days for the funeral/memorial service of a deceased brother-in-law, sister-in-law, aunt, or uncle.

13.3 Where unusual travel conditions exist, such period may be extended at the discretion of the Chief Engineer.

13.4 Employees espousing faith with varying and different death customs shall be allowed bereavement leave commensurate with the custom of their particular faith.

13.5 For the death of a relative other than those described in Section 13.1, paid leave shall be for not more than one (1) day, in order to allow funeral attendance.

ARTICLE 14
LEAVE WITHOUT PAY

14.1 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 PWSB Chief Engineer and the PWSB provided, however, that a leave of absence without pay in excess of one (1) year may be granted at the discretion of the PWSB. 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 sick leave benefits, he or she shall be considered as terminating his services with the City and all fringe benefits shall cease.

Upon expiration of such leave of absence, the employee shall be reinstated to the position to 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 cause for dismissal. If necessary for the efficient operation of the PWSB, an employee on leave may be notified to return prior to the expiration of the leave. Should the employee fail to return within ten (10) working days, the employee's service with the PWSB will be considered to be terminated, and the position declared to be vacant.

14.2 An employee granted a leave of absence without pay under this article who desires reinstatement to his/her position should notify the PWSB in writing of their desire to return to their position prior to the expiration of the approved leave period. Upon such request, the employee shall be promptly reinstated to the position occupied by the employee at the time said leave of absence was granted.

14.3 An employee who, through illness or injury, has exhausted his/her sick leave or other benefits, and has been granted an authorized leave of absence without pay based upon his/her physician's recommendations, shall remain covered by his/her medical coverage as provided by the PWSB, 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 PWSB. Employees that are subject to withholdings of medical co-payment 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.

14.4 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.

ARTICLE 15 **PARENTAL LEAVE**

15.1 A pregnant employee shall be entitled to use accrued sick leave for any time that she is unable to work for medical reasons.

15.2 At the expiration of parental 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.

15.3 Pregnant employees who have exhausted their sick leave or who decline to use their sick leave shall be granted a parental leave without pay for a period of not more than twelve (12) months. 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.

15.4 Employees who become fathers may use up to five (5) days of sick leave for the birth of their child. Employees who request paternity leave shall give at least two (2) weeks advance notice, if possible, of the commencement of the leave period.

ARTICLE 16 **MILITARY LEAVE**

16.1 Employees covered by this Agreement who are members of the United States Military Reserves or the Rhode Island National Guard, and are ordered to attend a training period or 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, during the actual duration of such activity. During this period of leave, employees shall accrue sick and vacation leave as though they were on the payroll.

16.2 Employees covered by this Agreement who are members of the United States Military Reserves or the Rhode Island National Guard, and are ordered to an active duty status as part of a call up of reserves shall be granted a leave of absence without pay for the duration of the call up. The employee has up to six (6) months after release from active duty to claim their former position.

16.3 The Employer agrees to cover any active member called for active duty with health benefits for the duration of their active duty, subject to the employees co-payment requirements, if any.

ARTICLE 17
JURY DUTY

17.1 Employees covered under this Agreement shall be granted a leave of absence with pay for required jury, grand jury, or other 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 they were on the payroll. Compensation from the PWSB for this leave shall not be reduced by the nominal amount received by the employee for jury duty.

ARTICLE 18
WAGES

18.1 Wage increases will be as follows:

July 1, 2023	3.0% increase
July 1, 2024	3.0% increase
July 1, 2025	3.0% increase

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

18.2 Employees shall be paid overtime for any hours worked in excess of forty (40) hours in any week or in excess of an 8 hour workday. Overtime must be approved by the department manager.

18.3 Employees eligible for out of grade pay at the higher classification if they work in that classification for a minimum of eight (8) hours. They will be paid at the top step. To work in the higher classification requires the employee to assume the majority of the duties and responsibilities of the higher class position for the period of work.

18.4 Employees covered by this Agreement will have a three step wage schedule. A new employee will begin at the "A" step of the salary level for that position, and have an increase at six month intervals therefrom, at corresponding "B", and "C" steps, providing that the employee successfully meets the responsibilities of the position. A schedule of employee salaries is approved as Exhibit "B".

18.5 Employees required to carry a cell phone shall receive a weekly stipend of twenty-five (\$25.00) dollars per week when the employee is expected to answer the phone for work related business.

18.6 Employees that carry the PWSB Emergency Response telephone during weekday second and third shifts, weekends and holidays shall be paid a \$200.00 weekly stipend in addition to the \$25 referenced in 18.5. This requirement shall be shared by "Transmission and Distribution" employees on a weekly rotational basis.

ARTICLE 19
LONGEVITY

19.1 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.

0 - 4 years	0%
5 - 9 years	6.5 %
10 - 14 years	7.5%
15 - 19 years	8.5%
20 years and over	9.5%

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

0-7 years	0%
8-12 years	6.5%
13-17 years	7.5%
18-22 years	8.5%
23 years & Over	9.5%

19.2 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. For the purpose of clarification, employees would receive their first longevity payment 30 days after their five year anniversary date.

19.3 Employees on unpaid leave will not accrue longevity during their absence, and upon return such longevity will be pro-rated only for that longevity period in which the leave was taken.

19.4 Upon leaving employment with the PWSB, employees will be paid longevity on a pro-rated basis.

ARTICLE 20
RETIREMENT BENEFITS

20.1 Employees covered under this Agreement shall be participants in the RI Municipal Retirement System, and shall be entitled to benefits presently contained therein, including cost-of-living increases.

20.2 Employees who retire shall be allowed to participate in the Group Life Insurance Plan as specified in Article 22 of this Agreement at their own expense, subject to insurance carrier rules.

ARTICLE 21
MEDICAL INSURANCE

21.1 The City agrees to pay the cost of Medical Insurance, individual or family coverage, for all full time employees.

Employees shall receive the health benefits described in "Benefit Booklet, City of Pawtucket Group #1187-0003," edition date "HMC2C BB (01/14)," 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, 2011. Employees shall contribute on a weekly basis toward the cost of these benefits. An employee's weekly contribution 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, 2023	16% of working rate	16% of working rate
Effective July 1, 2024	16% of working rate	16% of working rate
Effective July 1, 2025	16% of working rate	16% of working rate

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.

21.2 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 1247-0002, Plan type-National Coverage currently in effect from July 1, 2014 to June 30, 2015.

21.3 In the event that both husband and wife are employees of the PWSB or any other Department/Division of the City, the PWSB will provide family coverage for one employee and the other will be covered as an individual, unless they waive coverage. Should an employee of the PWSB have a spouse employed by the PWSB or any other Department/Division of the City of Pawtucket, including the School Department, one employee shall have family coverage and the other individual coverage.

21.4 (a) For employees hired before July 1, 2002, medical coverage and dental insurance as described above will be paid by the PWSB for retirees who have achieved a minimum of ten (10) years with the PWSB. Coverage will be in effect from age fifty-eight (58) through age sixty-five (65), except those employees who retire with thirty (30) or more years with the PWSB shall receive the above medical coverage and dental insurance starting at the time of retirement. For

retirees who were hired before July 1, 2002, the retiree's healthcare co-payments for medical coverage and dental insurance as described above will be paid by the retiree monthly at the same cost in effect for this bargaining unit at the date of the retiree's retirement.

(b) For employees hired after July 1, 2002 and before February 1, 2010, medical coverage and dental insurance as described above will be paid by the PWSB for retirees who have achieved a minimum of ten (10) years with the PWSB. Coverage will be in effect from age sixty-two (62), through age sixty-five (65), except those employees who retire with thirty (30) or more years with the PWSB shall receive the above medical coverage and dental insurance starting at the time of retirement. For all retirees who were hired after July 1, 2002, and before February 1, 2010, the retiree's healthcare co-payments for medical coverage and dental insurance as described above will be paid by the retiree monthly at the same cost in effect for this bargaining unit at the date of the retiree's retirement.

(c) For employees hired after February 1, 2010, medical coverage and dental insurance as described above will be paid by the PWSB for retirees who have achieved a minimum of ten (10) years with the PWSB. Coverage will be in effect from age sixty-two (62), through age sixty-five (65). For all retirees who were hired after February 1, 2010, the retiree's healthcare co-payments for medical coverage and dental insurance as described above will be paid by the retiree monthly at the same cost paid by active employees in this bargaining unit.

(d) It is recognized and understood that Employer paid retiree medical and dental coverage commences in accordance with the above terms in Article 21.4 and is in effect until the retiree reaches his/her 65th birthday.

21.5 Employees shall have the option of receiving a cash payment in lieu of Medical coverage and/or Dental coverage except for those employees receiving the same benefit from any other source within the City. Employees who elect this option shall receive the following reimbursement on the last payday of November in each year:

COVERAGE WAIVED	AMOUNT RECEIVED
Family Medical Plan	\$3,000
Family Dental Plan	\$ 300
Individual Medical Plan	\$1,000
Individual Dental Plan	\$ 100

However, if an employee covered by this Agreement has a spouse who is also employed by the PWSB, or any other City department, including the Pawtucket School Department, and such employee has paid medical insurance by virtue of their employed spouse, and such employee elects not to be furnished with medical insurance pursuant to this section, then the PWSB 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
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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

21.6 Employees who receive medical coverage as stated in the contract, and who retire after July 1, 2002, when they reach age 65, shall receive a Medicare Supplemental insurance plan substantially equal to the Medicare Supplemental insurance plan in effect upon the ratification of this Agreement. The employee may also purchase a policy for a spouse through either group plan at their own cost. Benefit is available for the life of the employee.

21.7 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.

21.8 The Employer agrees to explore the establishment of a Health Savings Account (HAS) and a High Deductible Health Plan (HDHP) to replace the current coverage. Terms, conditions, employee contributions, and any Employer contributions to an HAS shall be subject to final approval by the bargaining unit in accordance with constitution and by-laws of the local Union.

ARTICLE 22
INSURANCE

22.1 All employees covered by this Agreement shall be covered by Thirty Thousand (\$30,000.00) Dollars of life insurance secured by and paid by the PWSB. Employees can purchase an additional amount up to five times their salary in the group plan provided by the PWSB, subject to the conditions imposed by the Insurance carrier. The employee may also purchase a policy for a spouse through the group plan at their own cost.

22.2 All employees covered by this Agreement shall be covered by and listed in the errors and omissions insurance along with the PWSB Board Members, Chief Engineer and Assistant Chief Engineer.

ARTICLE 23
WORKERS COMPENSATION

23.1 In the event an individual covered by this Agreement is injured on the job and is collecting Workers' Compensation benefits as a result thereof, he or she will accrue their sick leave and vacation leave at fifty (50) percent of the normal rate for the period for which he or she is out of work for the injury so covered for a maximum of one (1) year.

23.2 Employees collecting Worker's Compensation will be paid the total longevity benefit to which they have been entitled within sixty (60) days upon their return to work from their on-the-job injury.

23.3 An employee who suffers an on-the-job injury shall be entitled to return to his/her former position within two years from his/her date of injury.

23.4 The PWSB may on a case-by-case basis offer modified or light duty to injured employees within their existing position. Depending on the injury, the PWSB agrees that it will adhere to the principle of seniority when offering modified duty.

The PWSB 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, as provided by the employee's treating physician, 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 by mutual agreement the placement of the injured employee in a position that will accommodate both the limitations of the employee and the needs of the PWSB.

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 employee's treating physician, the employee may be subject to a fitness for duty test.

23.5 The PWSB may, with a temporary employee, fill vacancies created by employees absent on Workers Compensation or temporary disability as the need arises.

ARTICLE 24 **COMPENSATION FOR EYEGLASSES**

24.1 When an employee covered by this Agreement damages his or her eyeglasses during the course of work-related duties, the employee shall have said eyeglasses replaced by the PWSB. Replacement is contingent on adequate proof that the eyeglasses were damaged in the course of the employee's duties, and was in no way attributable to the employee's fault or negligence.

ARTICLE 25
HEALTH AND SAFETY

25.1 PWSB agrees that it has the responsibility to provide a safe workplace and to correct safety hazards.

25.2 A joint employee-management Health and Safety Committee shall be established and meet on a regular basis to discuss accidents, and other health and safety issues of the PWSB. The committee shall include at least one member of management, at least two members of the Union and at least two members of Local 1012, AFSCME.

ARTICLE 26
RECLASSIFICATION

26.1 If an employee covered by this Agreement has the duties and responsibilities of their position modified through the actions of the PWSB or outside agency, the employee has the right to have a reclassification review performed to determine if such changes warrant a reclassification of their position. The review will be conducted by the Chief Engineer or his designee, and will be presented to the PWSB within sixty (60) days of receipt by the Chief Engineer along with the request for reclassification.

26.2 A request for a reclassification review of any specific position may only be made once every two years.

26.3 Reclassification decisions shall be subject to the grievance and arbitration procedure of this Agreement, provided that the parties may jointly elect an alternate arbitrator experienced with the duties and responsibilities of the position in question. In the event that the arbitrator determines that the duties or responsibilities of the position have been substantially modified, the employee shall be reclassified into the higher classification.

ARTICLE 27
UNION ACTIVITIES

27.1 Union officers shall be granted reasonable time off, upon written notice, during working hours, without the loss of pay, for the purpose of conducting Union business with PWSB officials, including the investigation and processing of grievances. Additional time for other Union activities shall be contingent upon approval by the Chief Engineer.

27.2 The Union shall provide the PWSB with a written list of its' officers, and notify the PWSB of any changes to same.

27.3 With prior written notice of forty-eight (48) hours to the Chief Engineer, the Union may hold a Union meeting of one (1) hours duration during normal working hours.

ARTICLE 28
BULLETIN BOARDS

28.1 The PWSB agrees to provide bulletin board space where notices of Union business matters may be posted.

ARTICLE 29
SENIORITY

29.1 Bargaining Unit Seniority shall be the measure of length of service for the employees covered under this Agreement. The date of hire into bargaining unit shall be the basis for establishing bargaining unit seniority. The date of hire will be the date when the employee commences work in the position covered by this Agreement. Bargaining Unit Seniority shall be used for the purposes of bargaining unit job postings and vacation requests.

29.2 The seniority list will be updated January of each year.

29.3 An employee shall lose his/her seniority if and when:

- (a) The employee voluntarily resigns.
- (b) The employee is discharged for just cause.
- (c) The employee is absent from work for three (3) consecutive days without proper notification to the Employer unless the employee gives a reasonable excuse.
- (d) In recall from lay-off, the employee fails to report to work within seven (7) days after being recalled by the Employer, unless the employee gives a reasonable excuse. Notice of recall shall be sent by certified mail to the employee's last known address as shown on the Employer's records.
- (e) The employee is laid off in excess of one (1) year.
- (f) An inability to work because of non-occupational illness or injury in excess of one (1) year.
- (g) Retirement.

ARTICLE 30
POSTING OF VACANCIES AND NEW JOBS

30.1 Should any position covered by this Agreement that becomes vacant, an employee within the bargaining unit having the required qualifications, skills and abilities shall be given the opportunity to fill that vacancy over other candidates from outside the bargaining unit with comparable skills and abilities. Multiple employees within the bargaining unit having the

required qualifications, skills and abilities will be considered for the vacancy on the basis of seniority.

30.2 All bargaining unit members covered by this Agreement will be sent copies of all vacancies which may occur.

30.3 Vacant positions will be posted within thirty (30) days unless mutually agreed to by the Union and the Chief Engineer.

30.4 Vacant positions are not to be temporarily filled by non-Union employees without the Union's written approval.

30.5 If the Employer materially changes the duties of existing jobs, the Union will be notified in writing thirty (30) days in advance; and if requested, the Employer and the Union will discuss such changes or restructuring in any applicable changes. The Union and Employer agree to negotiate promptly concerning a pay rate for such changed jobs. Should the Union or Employer not agree on a pay rate for new changed jobs within thirty (30) days, the Union may request arbitration without proceeding to the grievance procedure steps.

ARTICLE 31 **LAYOFFS**

31.1 No employee covered by this Agreement will be laid off as a result of the PWSB hiring of parties that are outside of this bargaining unit.

31.2 Should any position covered by this Agreement be subject to layoff, and should there be more than one employee in that position, the employee with the lesser seniority will be the subject of the layoff.

ARTICLE 32 **MILEAGE**

32.1 Employees covered by this Agreement who are required to use their vehicles on the business of the PWSB shall be compensated at the applicable IRS rate.

ARTICLE 33 **REQUIRED LICENSES AND TUITION REIMBURSEMENT**

33.1 The PWSB agrees to reimburse employees for fees paid to maintain special licenses required by the PWSB, RIDOH or RIDOT. The PWSB agrees to pay for contact hours that are required to maintain these special licenses or for fees associated with continued education and training of the employee. The Employer agrees to allow employees time off during their regular working hours with pay, as approved by their department manager, for any testing, training, or required classes to obtain and maintain any licenses related to their duties or related to their specific career path within the organization. Management reserves the right to approve the specific course as appropriate or to provide alternative means of obtaining CEU's (continuing

education credits) to maintain a license, or to approve or refuse the time off depending on operational requirements.

ARTICLE 34
ALTERATION OF CONTRACT

34.1 There shall be no alterations of this Agreement without written consent of both parties.

34.2 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. However, this provision is not intended to circumvent duly established past practices.

ARTICLE 35
SEVERABILITY

35.1 If any portion or 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. Within thirty (30) days the parties agree to commence negotiations for the purpose of reconciling the conflicting provision. In the event the parties are unable to successfully negotiate a replacement provision for the affected portion of this Agreement, the dispute will be subject to the grievance procedure set forth herein.

ARTICLE 36
DURATION

36.1 The PWSB and the Union agree that this Agreement shall be for a term commencing July 1, 2023 and shall continue and remain in full force and effect until June 30, 2026, 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 of the articles within this Agreement.

ARTICLE 37
CLOTHING POLICY

37.1 Supervisory personnel are required to wear professional dress appropriate to their position. The PWSB agrees to furnish uniforms to employees, 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.

37.2 The PWSB agrees to furnish to all bargaining unit members work clothing in the amount of two hundred fifty (\$250.00) dollars. Employees who work outside or are exposed to workplace hazards are required to wear work boots or safety shoes appropriate to work conditions and will be reimbursed up to ninety (\$90.00) (with receipt) for one pair per year.

ARTICLE 38
DRUG POLICY

38.1 The parties agree to negotiate a drug policy modeled on the City of Pawtucket Drug Policy.

ARTICLE 39
DRIVE

39.1 The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

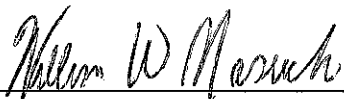
DRIVE Accounting Department
Int'l Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington DC 20001

Send on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four (4) digits of the employee's social security number, the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's annual cost for the expenses incurred in the administering of the weekly payroll deduction plan.

No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law. Any official of the International or Local Union shall be permitted reasonable access to the Employer's premises for the purpose of discussing DRIVE participation provided such access shall receive prior approval from the Chief Engineer or Assistant Chief Engineer and such access will not be during working hours.

Signed:

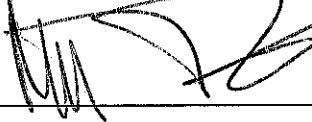
Pawtucket Water Supply Board:



William W. Masuck,
Chairperson

Date: 12/07/23


General Teamsters Local Union No. 251



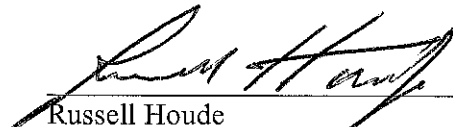
Matthew Taibi
Principal Officer & Secretary-Treasurer
General Teamsters Local Union No. 251

Date: 11/20/2023


For Pawtucket Water Supply Board
Negotiating Committee


James L. DeCelles
Chief Engineer

Date: 11/30/23



Russell Houde
Assistant Chief Engineer

Date: 11/30/23

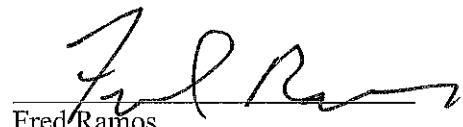

Joseph A. Keough Jr., Esquire
PWSB Legal Counsel

Date: 11/30/23

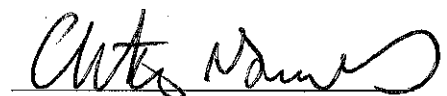
For General Teamsters Local Union No. 251
Negotiating Committee


Thomas Salvatore
Business Agent


Date: 11-17-2023


Fred Ramos
Steward

Date: 11/30/23


Antonio Gonçalves
Negotiating Committee Member

Date: 11/30/23


Thomas D. Aaron Wazlavek, Esquire
Contract Coordinator & Business Agent

Date: 11-17-23

APPENDIX A
Effective 7/1/23-6/30/26

POSITIONS COVERED BY AGREEMENT

WATER FINANCIAL ADMINISTRATOR	13W
WATER INFORMATION SYSTEMS MANAGER	13W
WATER G.I.S SPECIALIST	11W
WATER SENIOR WATER PROJECT ENGINEER	13W
SOURCE WATER MANAGER	18W
WATER TRANSMISSION AND DISTRIBUTION MANAGER	18W
WATER TECHNICAL ASSISTANT SUPERVISOR	11W
WATER UTILITY SUPERVISOR (Grade 3 drinking water lic.)	11W
WATER UTILITY SUPERVISOR (Grade 4 drinking water lic.)	12W
WATER ENGINEERING MANAGER	20W
WATER CUSTOMER SERVICE MANAGER	18W
WATER ENGINEERING PROJECT MANAGER	15W

APPENDIX B

Schedule of Annual Pay Rates For

Teamsters Union

SALARY SCHEDULE

In effect JULY 1, 2023 THROUGH JUNE 30, 2024

Grade	Step A	Step B	Step C
01W	\$40,587.26	\$43,453.93	\$46,485.18
02W	\$42,498.46	\$45,443.72	\$48,708.27
03W	\$44,408.30	\$47,596.74	\$50,935.76
04W	\$46,485.18	\$49,822.03	\$53,324.29
05W	\$48,708.27	\$52,130.04	\$55,874.38
06W	\$50,935.76	\$54,599.61	\$58,580.56
07W	\$53,324.29	\$57,227.48	\$61,283.74
08W	\$55,874.38	\$59,931.47	\$64,146.55
09W	\$58,580.56	\$62,715.15	\$67,184.69
10W	\$61,283.74	\$65,665.06	\$70,521.80
11W	\$65,227.86	\$70,179.24	\$75,451.83
12W	\$67,184.69	\$72,284.61	\$77,715.38
13W	\$70,525.36	\$75,879.50	\$81,561.70
14W	\$74,043.30	\$79,638.68	\$85,626.21
15W	\$77,715.38	\$83,594.09	\$89,914.37
16W	\$81,561.70	\$87,769.87	\$94,404.26
17W	\$83,132.23	\$89,474.95	\$96,200.47
18W	\$89,914.11	\$96,745.78	\$103,989.94
19W	\$94,404.26	\$101,538.49	\$109,172.58
20W	\$99,086.69	\$106,581.54	\$114,639.08

APPENDIX B

Schedule of Annual Pay Rates For

Teamsters Union

SALARY SCHEDULE

In effect JULY 1, 2024 THROUGH JUNE 30, 2025

Grade	Step A	Step B	Step C
01W	\$41,804.88	\$44,757.55	\$47,879.74
02W	\$43,773.41	\$46,807.03	\$50,169.52
03W	\$45,740.55	\$49,024.64	\$52,463.84
04W	\$47,879.74	\$51,316.69	\$54,924.02
05W	\$50,169.52	\$53,693.94	\$57,550.61
06W	\$52,463.84	\$56,237.59	\$60,337.98
07W	\$54,924.02	\$58,944.30	\$63,122.26
08W	\$57,550.61	\$61,729.42	\$66,070.95
09W	\$60,337.98	\$64,596.60	\$69,200.24
10W	\$63,122.26	\$67,635.02	\$72,637.45
11W	\$67,184.70	\$72,284.62	\$77,715.39
12W	\$69,200.24	\$74,453.15	\$80,046.84
13W	\$72,641.12	\$78,155.88	\$84,008.55
14W	\$76,264.59	\$82,027.84	\$88,194.99
15W	\$80,046.84	\$86,101.91	\$92,611.80
16W	\$84,008.55	\$90,402.97	\$97,236.39
17W	\$85,626.20	\$92,159.20	\$99,086.49
18W	\$92,611.53	\$99,648.15	\$107,109.64
19W	\$97,236.39	\$104,584.65	\$112,447.76
20W	\$102,059.29	\$109,778.99	\$118,078.25

APPENDIX B

Schedule of Annual Pay Rates For

Teamsters Union

SALARY SCHEDULE

In effect JULY 1, 2025 THROUGH JUNE 30, 2026

Grade	Step A	Step B	Step C
01W	\$43,059.03	\$46,100.27	\$49,316.13
02W	\$45,086.62	\$48,211.24	\$51,674.60
03W	\$47,112.77	\$50,495.38	\$54,037.75
04W	\$49,316.13	\$52,856.19	\$56,571.74
05W	\$51,674.60	\$55,304.76	\$59,277.13
06W	\$54,037.75	\$57,924.72	\$62,148.12
07W	\$56,571.74	\$60,712.63	\$65,015.92
08W	\$59,277.13	\$63,581.30	\$68,053.08
09W	\$62,148.12	\$66,534.50	\$71,276.24
10W	\$65,015.92	\$69,664.07	\$74,816.58
11W	\$69,200.24	\$74,453.15	\$80,046.85
12W	\$71,276.24	\$76,686.74	\$82,448.25
13W	\$74,820.36	\$80,500.56	\$86,528.80
14W	\$78,552.53	\$84,488.68	\$90,840.84
15W	\$82,448.25	\$88,684.97	\$95,390.15
16W	\$86,528.80	\$93,115.06	\$100,153.48
17W	\$88,194.98	\$94,923.98	\$102,059.08
18W	\$95,389.88	\$102,637.60	\$110,322.93
19W	\$100,153.48	\$107,722.19	\$115,821.19
20W	\$105,121.07	\$113,072.36	\$121,620.60

APPENDIX C

480-01 051079



CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____, hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fee and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is longer, unless I give written notice to the company and the Union of (a) least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my dues to result same.

Signature _____ Date _____

Social Security Number _____

Address _____

City _____ State _____ Zip Code _____

Employer _____
Original to Employer L-3074-Printed in U.S.A.  Copy to Local Union

Union dues are not deductible as charitable contributions for Federal Tax purposes.