

Distributors to Union
APRIL 18, 2013
4-18-13 @ 9:00 a.m.

CITY OF WOONSOCKET AND RHODE ISLAND COUNCIL 94, AFL-CIO
ON BEHALF OF CITY OF WOONSOCKET RHODE ISLAND
EMPLOYEES, LOCAL 670

TENTATIVE AGREEMENT

ARTICLE 2 – HOURS OF WORK

Section 2.3b – Delete.

Section 2.8a – Amend second paragraph by deleting: “The first failure by an employee to call in during a calendar year shall not subject the employee to discipline. Thereafter,” And amend to read: "Division of Public Services"

ARTICLE 3 – OVERTIME

Section 5.10(c) - Delete.

Section 5.11(c) – Amend to read: “When an employee fails to report to work pursuant to a recall notice;”

Section 6.4 – Amend to provide for one (1) person every two (2) years.

ARTICLE 9 – DISCIPLINARY ACTION & DISCHARGES

Section 9.2 – Amend last sentence by adding at end: “, less any amounts earned or earnable by him/her, or wage substitutes received by him/her such as unemployment compensation, workers’ compensation, etc. during such period.”

ARTICLE 10 – MISCELLANEOUS

Section 10.7 – Delete first sentence.

Section 10.14 – Delete subsections 2 and 3. [OBSOLETE]

ARTICLE 16 – SICK LEAVE

Section 16.4 – Delete.

ARTICLE 18 – JURY DUTY

Section 18.2 – Amend by adding at end of Section: “testimony on behalf of and at the request of the City will be compensated by the City and will not be charged against the employee’s leave accounts.”

This Tentative Agreement is subject to and conditioned upon agreement on an entire contract and shall have no effect unless final agreement is reached on all issues and final ratification has been received from the Union's membership and the Woonsocket Budget Commission.

For the City of Woonsocket

/s/ *D. D. Fontaine*
Date: 4-18-2013

For Council 94 / Local 670

/s/ *John Burns*
Date: 4/18/13

CITY OF WOONSOCKET AND RHODE ISLAND COUNCIL 94, AFL-CIO
ON BEHALF OF CITY OF WOONSOCKET RHODE ISLAND
EMPLOYEES, LOCAL 670

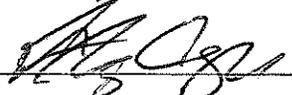
TENTATIVE AGREEMENT

REORGANIZATION

- Eliminate one (1) laborer position that is currently budgeted and vacant.
- Convert three (3) laborer positions to utility positions.
- Convert one (1) senior maintenance position to senior mechanic position.
- In exchange, City will provide one percent (1%) salary increase effective 7/1/13, in addition to any other salary increases agreed to in these negotiations.

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For the City of Woonsocket

/s/ 

Date: 5-20-13

For Council 94 / Local 670

/s/ 

Date: 5/20/13

FINAL

6/24/13

WOONSOCKET / RHODE ISLAND COUNCIL 94, AFL-CIO
ON BEHALF OF THE CITY OF WOONSOCKET
RHODE ISLAND EMPLOYEES, LOCAL 670

TENTATIVE AGREEMENT

ARTICLE 3 – OVERTIME

Section 3.1(g) – Amend by replacing “sixty eight (68) hours” with “eighty-eight (88) hours” each time it appears.

ARTICLE 10 – MISCELLANEOUS

Section 10.5 – Delete.

Section 10.10 – Amend last sentence to read: “Subsequent offenses within five (5) years of the first are subject to termination.”

Section 10.11 – Amend to read: “Effective for employees hired on or after July 1, 2013, all wage step increases shall be at two (2) year intervals.”

ARTICLE 11 – WAGES

Section 11.1 – Amend to read: “The wage increase to be implemented during the period of this Agreement is as follows: Effective 7/1/2013 1.75%.”

Section 11.2 [NEW] – “The parties agree to a re-opener on wages only (Article 11) for the period of July 1, 2015 through July 1, 2016.”

Section 11.3 [NEW] – “The parties agree to a re-opener on wages only (Article 11) for the period of July 1, 2016 through July 1, 2017.”

ARTICLE 14 – HEALTH & WELFARE

Section 14.1 – Amend to read as follows: “Effective July 1, 2013, the City will pay the cost of Dental, Level III, family membership where applicable. The City will also pay the cost of Dental Level IV, family membership, up to a coverage limit of \$1,200. Any employee

- In the event that any employee is displaced due to subcontracting by the City in the Water Division, and is not hired by the subcontractor within 30 days after such displacement, the employee shall have the rights provided by Article 5 (Section 5.5 – Section 5.8), and, in addition, may opt to waive those rights in return for payment by the City of seventy percent (70%) of his/her unused, accumulated sick leave, and he/she will also receive either (a) one week of pay for every three years of continuous service to the City **OR** (b) three months of health insurance continuation, provided the employee contributes his/her contribution toward the health insurance premium in advance each month.
- The parties agree that the City has the ability to cross-train employees within the Water Division to perform functions outside their normal duties when the need arises without objection from the Union.
- The parties agree that the job specifications and descriptions of positions within the Water Division are not a part of or incorporated within the collective bargaining agreement. The City has the ability to amend such job descriptions from time to time, but will first provide the Union with notice of said changes and an opportunity to comment thereon.
- The parties agree that members of the Water Division whose positions are affected by the partial DBO have the opportunity to bid into vacant bargaining unit positions within other divisions.
- The Union agrees to allow the City to use temporary employees to fill vacant laborer positions within the Public Services Division so as to allow members of the Water Division whose positions are affected by the partial DBO the opportunity to bid into such positions, provided such members meet all required qualifications for the position sought.

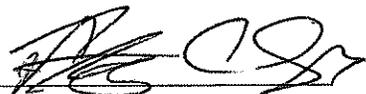
Such temporary employees shall not be subject to any provisions of the collective bargaining agreement, but they shall pay to the Union a lawful service charge to be determined by the Union.

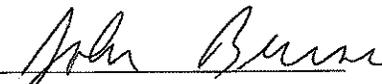
- In the event that a Water Division position is be subcontracted, the City will request that the subcontractors give preference to bargaining unit employees in hiring and recognize Council 94 as the representative of employees in the subcontracted operations.

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For the City of Woonsocket

For Council 94 / Local 670

/s/ 
Date: 6-24-13

/s/ 
Date: 6-24-13