

FINAL

6-24-13
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WOONSOCKET / RHODE ISLAND COUNCIL 94, AFL-CIO
ON BEHALF OF THE CITY OF WOONSOCKET
PROFESSIONAL & TECHNICAL EMPLOYEES, LOCAL 3851

TENTATIVE AGREEMENT

Subject to the following proposals, and except as specifically set forth below, the City proposes to carry over into the new collective bargaining agreement all of the provisions set forth in the parties' 2010-2012 labor contract:

ARTICLE 3 – RECOGNITION

Section 3.1 - Add the following language to the end of the section: "Effective July 1, 2012, the Treasurer position shall be excluded from the bargaining unit. Effective with the City's decision to move forward with the partial privatization of the water plant, the Water Chemist / Bacteriologist position shall be excluded from the bargaining unit. Effective January 15, 2017, or upon the retirement or other separation of employment of the current Water Transmission Distribution Superintendent, whichever occurs sooner, the Water Transmission Distribution Superintendent position shall be excluded from the bargaining unit."

ARTICLE 5 – UNION SECURITY

Section 5.1 – Amend final sentence to read: "However, employees who are covered by this Agreement who choose not to join the Union shall be required, as a condition of employment, to pay to the Union each month a lawful service charge as a contribution towards the administration of this Agreement."

ARTICLE 10

Amend Section 10.1 to read: "Job specifications and qualifications, except for those within the Water Division, which may be amended by the City from time to time, are incorporated by reference into this Agreement."

ARTICLE 11 – HOURS OF WORK AND PAY GRADES

Amend by deleting the Treasurer position from the Agreement. Amend by deleting the Water Chemist / Bacteriologist position from the Agreement effective with the City’s decision to move forward with the partial privatization of the water plant. Also, amend by deleting the Water Transmission Distribution Superintendent position from the Agreement effective January 15, 2017 or upon the retirement or other separation of employment of the current Water Transmission Distribution Superintendent, whichever occurs sooner.

Section 11.4 [NEW] – “Flex time shall be permitted with mutual agreement between the employee and the supervisor.”

ARTICLE 14 – MEDICAL AND DENTAL INSURANCE

Section 14.1 – Amend to read as follows: “If elected by the member, the City shall provide each employee with single or family health care coverage, as appropriate, and/or dental coverage pursuant to the City-wide plans then in effect. Effective July 1, 2013, each employee shall pay 20% of the premium cost or working rate for health coverage, deducted weekly from the employee’s paycheck. Each employee shall sign a payroll deduction authorization as may be required by the Finance Director to satisfy this cost-sharing obligation.

Employees hired on or before June 30, 2012 who retire after twenty-five years of continuous service and are eligible for normal retirement under ERSRI or eligible to receive Social Security Retirement income will be eligible to receive individual coverage only under the City-wide health insurance plan, as it may be amended from time to time, for up to a total of six (6) years or until age 65, whichever occurs sooner, provided the retiree pays 20% of the cost of the premium/working rate in advance of each month for which coverage is provided. Commencing at age 65, the retiree must convert to and/or enroll in Medicare, and the City will

pay 20% of the cost of one Medicare supplement plan (individual plan only) provided the retiree pays, in advance, 20% of the premium/working rate for each such month of coverage.

Employees hired on or after July 1, 2012 who retire after twenty-five years of continuous service and are eligible for normal retirement under ERSRI or eligible to receive Social Security Retirement income will be eligible to receive individual coverage only under the City-wide health insurance plan, as it may be amended from time to time, for up to a total of six (6) years or until age 65, whichever occurs sooner, provided the retiree pays 50% of the cost of the premium/working rate in advance of each month for which coverage is provided. Commencing at age 65, the retiree must convert to and/or enroll in Medicare, and the City will pay 50% of the cost of one Medicare supplement plan (individual plan only) provided the retiree pays, in advance, 50% of the premium/working rate for each such month of coverage.

The City agrees that it will not change the health insurance benefits in the City-wide plan through June 30, 2017 unless changes are required by the insurance carrier/administrator.

The City dental plan shall include Levels I, II, III, IV subject to the rules set forth above. The City will pay the cost of Dental Level IV, as set forth above, Family Membership up to a coverage limit of \$1,200.00. Any employee desiring a coverage limit for Level IV of \$2,000.00 may obtain such coverage at their own expense for the difference between Level IV \$1,200.00 and Level IV \$2,000.00.”

Section 14.2 – Amend to read: “Effective July 1, 2013, in the event an employee receives alternative coverage from another source, the City will pay that employee \$3,000.00 in lieu of providing family health and dental coverage or \$1,500.00 in lieu of providing individual health and dental coverage. If the employee has available only one alternative coverage, health or dental, the employee will be provided a pro rata payment in lieu of that coverage.”

Section 14.3 – Delete.

The parties will agree to a health insurance summary plan document which will be attached to the Agreement as Appendix B.

ARTICLE 15 – WORKERS’ COMPENSATION

Section 15.1 – Amend to read: “All employees covered by this Agreement shall be covered by the Workers’ Compensation Act of Rhode Island. The City agrees to the policy of paying the difference between workers’ compensation awards and the employee’s regular base pay during the initial six (6) month period an employee collects workers compensation insurance. Any compensation checks received by the employee shall be produced for verification to the Personnel Director or his/her staff, and the City will pay the employee the difference between said checks and the regular base pay without deduction from sick leave for up to this initial six (6) month period. After the initial six (6) month period, any compensation checks received by the employee shall be produced for verification to the Personnel Director and the City will pay the employee the difference between said check and his regular pay by deduction from accumulated sick leave until it is exhausted. Sick leave shall not accrue while on-the-job injury continues.”

ARTICLE 20 – SICK LEAVE

Section 20.1 – Amend second sentence to read: “Sick leave with pay shall be accrued to employees at the rate of one (1) working day for each full calendar month of service and shall accumulate to a maximum of one hundred fifty working days.”

Amend last sentence to read: “A physician’s statement may be required after three (3) consecutive days of absence due to illness.”

ARTICLE 21 – BEREAVMENT LEAVE

Section 21.2 – Amend by deleting “with pay.”

ARTICLE 23 – JURY DUTY

Section 23.1 – Amend first sentence by adding after “civic duty” the following “on behalf of and at the request of the City.”

ARTICLE 24 – MILITARY SERVICE

Amend second sentence by adding to begin: “During this period, for up to a maximum of two (2) weeks, . . . “

ARTICLE 27 – UNION ACTIVITY

Section 27.4 – amend to allow one person to attend Union conferences and conventions every two years.

ARTICLE 30 – LONGEVITY

Section 30.3 [NEW] – “The provisions of this Article 30 shall not apply to any employee hired on or after the date of execution of this Agreement.”

ARTICLE 34 – MISCELLANEOUS

Section 34.1 – Amend last sentence to read: “Subsequent offenses within five (5) years of the first are subject to termination.”

ARTICLE 35 – CHILD BIRTH AND ADOPTION LEAVE

Delete and substitute the following: “A leave of absence shall be granted to an employee to the extent required by law for reasons of child birth or adoption. Sick leave shall be used concurrently to the extent permitted by law and provided by the City’s FMLA policy. In addition, the City will grant to FMLA eligible employees an additional amount of unpaid leave for these purposes to amount to a cumulative total of six (6) months of leave.”

ARTICLE 38 – DURATION

Amend to read: "from July 1, 2012 until June 30, 2017."

APPENDIX A

The wage scale appendix will be amended to reflect a one percent (1%) salary increase effective July 1, 2013.

The parties agree to a re-opener for wages only (Appendix A) for the period effective July 1, 2015 through June 30, 2016.

The parties agree to a re-opener for wages only (Appendix A) the period effective July 1, 2016 through June 30, 2017.

WATER PLANT / PRIVITIZATION

The parties agree to the following, and will memorialize the same in a separate memorandum of understanding:

- The parties agree that the City will pursue, without objection from the Union, a Design Build and Operate (DBO) of the new water plant, in which the private contractor will Operate only the management, the treatment plant operations and the maintenance of the water plant. Thus, the remainder of functions within the Water Division, (e.g., distribution system maintenance, meter reading/cross connection, and clerical), will be performed by City employees.
- The Parties agree that the entire Water Division will report to the Water Division Superintendent.
- 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.

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- 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.
 - 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 9, 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.

This Tentative Agreement is subject to and conditioned upon agreement on an entire contract and shall have no effect unless and until 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

For Council 94 / Local 3851

/s/ George Furtane

/s/ John Burns

Date: 6-24-2013

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