

**AGREEMENT BETWEEN**  
**R. I. COUNCIL 94, AFSCME, AFL-CIO**  
**ON BEHALF OF**  
**CITY OF WOONSOCKET, RHODE ISLAND EMPLOYEES**  
**LOCAL 670**

**JULY 1, 2012 - JUNE 30, 2017**

Corrected as of date of final execution, 04/03/2014.

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## AGREEMENT

Agreement entered into this 28th day of April, 2014 effective as of July 1, 2013 by and between the City of Woonsocket, R.I. hereinafter referred to as the City, and AFSCME, Council 94, Local 670, hereinafter referred to as the Union, the parties hereby agree as follows:

### **PURPOSE**

It is the purpose of the Agreement to carry out the personnel policy of the City of Woonsocket in encouraging a harmonious and cooperative relationship between the City and its employees by providing for procedures which facilitate free and frequent communications between the City and the employees of the City of Woonsocket. By means of this Agreement, therefore, the signatories hereto bind themselves to maintain and improve the present standards of service to people of the City of Woonsocket, and agree further that high morale and good personnel relations are essential to carry out this end.

The City employees, as individual members of the Union, are to regard themselves as such and they are to be governed by the highest ideals of honor, loyalty and integrity in all their public, personal and official relationships in order that they merit the respect and confidence of the general public, the City Council and the Mayor.

## ARTICLE 1

### RECOGNITION

- 1.1 The City of Woonsocket hereby recognizes AFSCME, Council 94, Local 670 as the sole and exclusive bargaining agent for all City employees within the bargaining unit, said bargaining unit to consist of those classes of positions set out in Article 2 of this agreement.
- 1.2 The City agrees that it will not discriminate against, intimidate, or coerce any employee in the exercise of his right to bargain collectively through the Union, or on account of its membership in, or activities on behalf of the Union.
- 1.3 Employees who are members of the Union on the effective date of this agreement shall, as a condition of employment, remain members of the Union. All new members hired hereinafter, as a condition of employment, shall remain members of the Union.
- 1.4 Any new employees serving a probationary period on the effective date of this agreement shall become and remain a member of the Union, as a condition of employment.
- 1.5 The Personnel Director shall give written notice to the Executive Director of AFSCME, Council 94 and the President, Treasurer, Chief Steward, and Safety Officer of Local 670 of those new employees within the bargaining unit when hired.
- 1.6 The City Treasurer shall deduct Union dues each pay period from the wages of all bargaining unit members of Local 670. The Payroll Clerk shall forward by check all dues deducted at intervals of no greater length than thirty-one (31) days from the end of each month. Such withholdings shall be sent to Rhode

Island Council 94, AFSCME, 1179 Charles Street, North Providence, R. I. 02904, accompanied by a list of all employees paying such dues.

- 1.7 All references to employees in this agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 2**

### **HOURS OF WORK**

- 2.1 The basic work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday and, in some cases, five (5) consecutive seven (7) hour days, Monday through Friday.
- 2.1a Full-time Public Safety Telecommunications Clerks will have one of the following work schedules, as determined from time to time by the City: (a) a four-on-two-off work week schedule, in which they are scheduled to work an 8-hour shift for four consecutive days followed by two consecutive days off; or (b) a non-standard schedule.
- 2.2 The various classes of positions are here assigned to a basic work week and a class pay grade in accordance with the following schedule and any other class of position covered by Article 1, Section 1.1 and any other class of position that may subsequently be established by the City. See Appendix B.
- 2.3 It is recognized that there are now in existence other work schedules peculiar to certain classes of positions and such exceptions shall remain in full force and effect. In the event it becomes necessary to change the scheduled work hours in any area, the parties hereto shall make every effort to agree mutually

on the hours for such schedules and fix the hours subject to grievance procedure and arbitration provisions of this agreement.

- 2.4 Shift hours, upon being scheduled, will be posted.
- 2.5 No employee, who has performed work before or after scheduled shift hours, will have the right or will be required by the City by reason thereof, to take time off to equalize his working hours.
- 2.6 When an employee is required to work in a higher class of position for one (1) full day, with a thirty (30) minute leeway, such employee shall receive the lowest salary rate at that higher class which will provide a pay increase over his present rate, provided that such employee shall receive a minimum pay increase of fifteen (\$15.00) dollars per week, or a daily rate of three (\$3.00) dollars.
- 2.7 There shall be a shift differential of effective 7/1/05 sixty-five (.65) cents an hour for the night shift (4:00 pm. to 12:00 midnight) and eighty (.80) cents per hour for the morning shift (midnight to 8:00 am.); employees assigned to the Library shall be entitled to appropriate shift differential after 5:30 pm.
- 2.8 Employees who work on emergency sanding and plowing trucks shall not be required to work in excess of twelve (12) consecutive hours unless agreed upon by the employee and Employer; provided that the employee must give the City two (2) hours' notice that he wishes to be relieved at the end of his twelve (12) hour shift. The employee shall be required to remain on the job until the thirteenth (13th) consecutive hour if a replacement cannot be obtained after the employee gives a two (2) hour notice that he wishes to be relieved. If the employee desires to be relieved at any time after working twelve (12) hours, he still must give a two (2) hour notice before leaving the

job. The City will pay shift differential to those employees who work overtime on the second and/or third shift during snow removal operations.

- 2.8a** All employees assigned to the Division of Public Services, including but not limited to all persons listed on the so-called "Snow Removal Augmented List", must be available to respond to the highway barn at the inception of a weather emergency.

An emergency is defined as sanding/plowing snow storm or other weather, environmental or man made condition determined by the City to require a response. All employees must respond unless a valid sick or vacation condition is already in place. The City may grant vacation subject to recall.

Any failure to call in during that calendar year shall be subject to disciplinary proceeding. This clause will be sunset on December 31, 2007 providing there are no problems with the operation of the department on storms.

The City may utilize the services of any City employee for assistance in snow removal, provided that all eligible members of Local 670 and Local 3851 have been contacted first.

### **ARTICLE 3**

#### **OVERTIME**

- 3.1** Time and one-half shall be paid in each or any of the following instances and each instance shall not be dependent on any other instance, but there shall be no duplication or pyramiding of overtime:
- (a) All work performed in excess of eight (8) hours and, in those classes of positions in which it is applicable, all work performed in excess of seven (7) hours, in any one day.

- (b) All work performed in excess of forty (40) hours and, in those classes of positions in which it is applicable, all work performed in excess of thirty-five (35) hours (for which overtime has not previously been paid), in any week.
- (c) All work performed before or after any scheduled shift.
- (d) All work performed on Saturday, except as hereinafter provided.
- (e) All work performed on any of the holidays specified in 12.1 in addition to any holiday pay that any employee shall be entitled to under 12.1.
- (f) When partial holidays are observed as outlined in 12.2, and certain employees are required to work their entire schedule, such employees shall receive time and one-half for one-half of their regularly scheduled hours for such day.
- (g) Each employee shall have the option to select compensation for overtime either in cash or accumulate compensatory time up to eighty eight (88) hours; after eighty eight (88) hours the employee must be paid; however, it is agreed that no employee will earn or discharge more than eighty eight (88) hours in each contract year. This time must be used before retirement.

3.2 Double time shall be paid for all work performed on Sunday, except as hereinafter provided, but there shall be no duplication or pyramiding of overtime.

3.3 Any employee whose regularly scheduled shift shall include Saturday and/or Sunday, shall not be paid premium pay; however, any such employee shall be

paid double time for any work whatsoever performed on the seventh (7) day in his respective work week and at the rate of time and one-half for work performed on the sixth (6th) day, providing said employee has worked the previous five (5) days. This section does not apply to Public Safety Telecommunications Clerks except when they are required to work on their two off days. Dispatchers shall make every effort to fill vacancies. When overtime shifts are available within public safety dispatch, the City will first offer the overtime shift to off-duty public safety telecommunication clerks on a rotating seniority basis. If the position cannot be filled, the City will fill overtime pursuant to the contract, but the City will have the ability to holdover dispatchers on the outgoing shift and/or require dispatchers on the incoming shift to cover such vacancy. In emergency situations, a trained and qualified police officer may be used to fill the vacancy.

3.4 Overtime work is to be made a matter of record and distributed fairly and equitably among employees capable of performing the work in their respective division and class of position. A record of overtime will be furnished the Union upon request. Each department of the City shall post an overtime sheet, which shall be updated monthly. For the purpose of equal distribution of overtime, hours recorded on bulletin boards in each division shall be recorded as straight time hours paid.

If an employee is inadvertently omitted on an overtime assignment, the employee shall be afforded the opportunity to be included in the next overtime schedule. If the employee is not scheduled within ninety (90) days from the

date that the employee was omitted from the schedule, the employee shall receive full payment for the overtime to compensate the loss.

3.5 Hours credited for sick leave, compensatory time and compensable injury shall be considered as time worked for the purpose of computing overtime.

3.6 Overtime refused will be made a matter of record and charged to an employee for the purpose of equal distribution.

#### **ARTICLE 4**

##### **CALL IN TIME**

4.1 The City will arrange so that any employee reporting for work on any regularly scheduled work day, unless notified during the preceding half shift, not to do so, will be permitted to complete at least a half shift period, and may be assigned other than his regular work within his physical capacity at his established hourly rate. However, this may not apply when operations are suspended due to causes beyond the City's control such as fires, floods, storms and failure of power supply.

4.2 Employees called in and reporting for emergency work after leaving their place of employment and outside their regularly scheduled shift hours, shall receive not less than four (4) hours pay at their overtime rate.

4.3 The foregoing provisions shall not apply to call back of the Animal Control Officer and his assistant due to the nature of the responsibilities of said position; compensation shall be based upon time worked.

## ARTICLE 5

### SENIORITY

- 5.1 The parties hereto recognize and accept the principle of seniority within a class of position within a department in all cases of layoff and recall.
- 5.2 Seniority is defined as the total length of City service in any capacity within the bargaining unit as described in 1.1 of this agreement.
- 5.3 The Personnel Director shall prepare and forward to the secretary of Local 670 a seniority list of employees by class of position and by division. Seniority lists shall be revised within each division showing the employee's name, class of position and seniority.
- 5.4 An employee who goes from one class of position to another shall carry his seniority with him upon satisfactory completion of a three (3) month probationary period in the new class, when required.
- 5.5 In the event of layoff, the employee with least seniority in the class of position within the division affected, shall be laid off first. Within five (5) days of layoff, the laid off employee on the re-employment list may bump the employee with the least seniority in the same or a lower pay grade classification position in that division provided that the laid off employee can perform the duties of the job bumped without any additional training and subject to a ninety (90) day trial period. Two (2) weeks' notice of layoff shall be given to the employee affected by such layoff.
- 5.6 A probationary period of three (3) months shall be required in the event of any change of position. A probationary/training period of twelve (12) months shall be required in the event any employee within the water division transfers to a

vacant telecommunications clerk position as a result of, or in anticipation of, the DBO at the Water Treatment Plant.

- 5.7** A laid off employee's name shall be placed on a re-employment list, by class of position and division, and shall remain on said list for a period of two (2) years from the date of such layoff. Seniority shall accrue to such employee while on the re-employment list. No new employee will be hired and no new employee will be transferred into any class of position or division until all employees on such re-employment list for that class of position have been recalled to work, provided, nevertheless, that an employee on the re-employment list with the greatest seniority within a division shall have a priority to a recalled position in the same or a lower pay grade classification in the same division provided that said employee can perform the duties of the recalled position without any additional training. Pending the return to work of the recalled employee, the appointing authority may transfer another employee to a vacant position for which there is a re-employment list. The Personnel Director, for the purpose of recall, shall send a registered or certified letter to the last known address of the employee unless actual personal contact can otherwise be made by the Personnel Director and the employee shall have five (5) days from the date of the sender's receipt, or the personal contact, to reply to such recall.
- 5.8** If a recall to work does not reasonably assure the employee of four (4) weeks continuous work, a failure to accept will not be considered a refusal. Upon return to work, a recalled employee shall receive that salary rate to which he would have been entitled had he not been laid off if he/she returns to the same class of position.

**5.9** In promotional examinations, each employee shall receive one-half of one (1) point for each full year of City service, up to a maximum of ten (10) points. All vacancies and/or new jobs created by the City shall be posted on the City bulletin boards for ten (10) working days. Copies of all postings will be supplied to the President and Chief Steward of Local 670. Any employee desiring such vacancy and/or new job shall notify the Personnel Director in writing of their said desire.

(a) The City will post all vacancies within thirty (30) days after the appointing authority for each department has decided the position is to be filled. Once posted, the City will fill these vacancies within ninety (90) days.

(b) The City shall pay for any courses resulting from any local, State or Federal regulations requiring upgrading or additional courses for Water Pollution Control Operator and tuition reimbursements under Section 5.10 (c).

**5.10** New employees shall serve a probationary period of six (6) months. New employees hired as Public Safety Telecommunications Clerks shall serve a probationary period of twelve (12) months.

New employees will be subject to dismissal for any reason during their initial six (6) month probation. Both the Union and the employee will be told the reason (s) for dismissal. New employees who have satisfactorily completed the probationary period shall be known as permanent employees and their seniority shall be dated from their first day of employment. (Employees presently on probation will be grandfathered).

- (a) Probationary employees can work overtime in the normal overtime rotation. Probationary employees can also be assigned to any permanent shift and work alone as long as the permanent shift assignment has been offered by seniority to other bargaining unit members in class.
- (b) Employees transferred to a class of position assigned to a higher pay grade, shall serve a probationary period of three (3) months.

**5.11** Seniority shall be considered broken for the following reasons only:

- (a) When an employee has been discharged for just cause;
- (b) When an employee voluntarily terminates his employment;
- (c) When an employee fails to report to work pursuant to a recall notice;
- (d) When an employee fails to notify his departmental director of his absence from work within three (3) working days;
- (e) When an employee fails to renew a leave of absence;
- (f) When an employee engages in other work while on leave of absence;
- (g) When an employee is laid off in excess of two (2) years from the date of his most recent layoff.

**ARTICLE 6**

**UNION COMMITTEE**

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

- (a) All Union Officers and Stewards shall have top seniority in their respective departments to insure representation of all employees during layoff periods.

- 6.2 The Union Stewards and Officers will be allowed the necessary time during working hours to process grievances and to conduct contract negotiations. Such time shall be with the approval of the departmental director involved; and such approval shall not be unreasonably withheld.
- (a) When appearing before the Personnel Board at grievance hearings, the Union will be represented by no more than two (2) Union officials, along with the grievant (s), witnesses, and the Council Representative.
- 6.3 Union and City representatives may request to meet during working hours for the purpose of discussing mutual problems at the request of either party. Such meetings, once scheduled, may be cancelled or postponed by mutual consent.
- 6.4 Delegates and Union Officers, required to attend Union conventions and conferences, one person will be allowed time off with pay not to exceed five (5) days every (2) two years.

## ARTICLE 7

### GRIEVANCE PROCEDURE

- 7.1 For the purpose of this agreement, the term "**Grievance**" means any difference or dispute between the City and the Union, or between the City and any employee with respect to the interpretation, application, claim of breach or violation of any of the provisions of this agreement.
- (a) An "**aggrieved person**" is any person or group of persons making a claim under this article.
- 7.2 Any such grievance shall be settled in accordance with the following procedure:
- (a) A discussion between the aggrieved party and the Union Steward, if requested by the employee, and the Supervisor or Division Head

involved. If an agreement cannot be reached, verbally, the Union and/or the aggrieved party may file a grievance, in writing, within five (5) working days of the disagreement to the department head who shall give his answer within five (5) working days thereafter.

- (b) Failing to settle the matter under (a) within five (5) working days thereafter, the aggrieved employee shall present his grievance, in writing, to the Personnel Board, and the Personnel Board shall give its answer, in writing, within five (5) working day thereafter. In the event that the Department Director or his designee is absent, the time period in (a) will be extended five (5) additional days. In the event the Personnel Board are absent, the time frame in (b) shall be extended by thirty (30) days. If both time frames are met without a hearing, the Union has the right to move automatically to the next level of the grievance procedure.
- (c) The Union and the City agree to accept and act promptly upon any grievance of a general nature received from one another. Any such grievance will be presented, in writing, and will be processed in accordance with paragraph a, b and c hereof.
- (d) In the event the grievance is not settled in a manner satisfactory to the aggrieved party (the Union or the City), then either party may submit such grievance to arbitration in the manner provided herein.

7.3 Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. When an employee is called as a City witness, he/she must appear before the hearing officer. The City, on request, will produce payroll and other records, as necessary.

- 7.4 Members of the Union Committee, Stewards, the aggrieved employee, and employee witnesses, will be paid at their regular wage up to their shift quitting time for time spent in processing grievances or attending conferences on contract negotiations.
- 7.5 Nothing contained herein deprives an individual employee of the right to process his grievance without Union representation. If such grievance is processed without Union representation, the facts of said grievance will be furnished the Union.
- 7.6 Union Representatives may assist Local 670 Representatives in negotiations and in the processing of any grievance.
- 7.7 The grievance procedure and arbitration provided for herein, shall constitute the sole and exclusive method of determination, decision, adjustment, or settlement between the parties of any and all grievances, except as set forth in Article 7, Section 7.2 of this agreement.

## **ARTICLE 8**

### **ARBITRATION**

- 8.1 If a grievance as defined in Article 7 is not settled under said article, such grievance shall, at the request of the executive board, or the City, be referred to the American Arbitration Association for arbitration, in accordance with its rules then obtaining. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
- 8.2 Only grievances arising out of the provisions of this agreement relating to the interpretation or application thereof, may be submitted to arbitration.

- 8.3 All submissions to arbitration under this article must be made within four (4) weeks after the decision in Section 7.2(c) of the grievance procedure, except that all submissions to arbitration as to suspensions and dismissals, must be made within two (2) weeks after the decision in Section 7.2(c) of the grievance procedure.

## ARTICLE 9

### DISCIPLINARY ACTION & DISCHARGES

- 9.1 An appointing authority or any subordinate designated by him may dismiss, demote or suspend an employee for just cause. If, within five (5) days of such dismissal, demotion or suspension, the employee so affected notifies the Personnel Director in writing, that he has been unfairly treated, he may have his case reviewed in accordance with the grievance and arbitration procedures as set forth in this agreement.

An employee who has been promoted but who does not satisfactorily complete his probationary period in the higher class, and therefore returns to his former class, shall have no right of appeal under this section.

- 9.2 In the event that an employee is dismissed, demoted or suspended under this section, and such employee appeals such action and his appeal is sustained, he shall be restored to his former position and be compensated at his regular rate for any time lost during the period of such dismissal, demotion or suspension, 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.

9.3 Disciplinary action shall be imposed on an employee for just cause. The following progression will be observed in general: oral, written, suspension and discharge. All disciplines will be documented. The employee and the Union will be notified at or before the actual time an employee is to be disciplined of the specific reason for the discipline. The City has two (2) working days after the discipline is given to present written documentation of such discipline to the employee and the Union.

9.4 Oral warnings shall be expunged from an employee's record upon the completion of one (1) year if no further discipline is given. Written warnings will be expunged from an employee's record upon the completion of two (2) years if no further discipline is given. Employees who the City deems as potential sick leave abusers will be first counseled concerning their sick time. Continued abuse after counseling can result in an employee being placed on an abusive sick leave list which would require the employee to present a physician's certificate or other satisfactory evidence for all sick time used during this period. The abusive sick leave list will be for a duration of 3 months. If the employee uses no more than one (1) sick day during this period the employee will be removed from this list.

## ARTICLE 10

### MISCELLANEOUS

10.1 The City agrees to provide reasonable bulletin board space, where notices of official Union matters, submitted by the Union and approved by the City, may be posted.

- 10.2** No one out of the bargaining unit shall perform work normally done by a member of the bargaining unit unless an emergency arises. In no case will the provisions be used to deprive any members of the bargaining unit either straight time or overtime.
- 10.3** A clothing allowance of \$150.00 a year will be paid to all employees in the month of October, pro-rated, based on the time the employee has worked. Employees must be on the payroll in October to be eligible for clothing allowance. The City will supply two (2) sets of uniforms or coveralls to Wastewater Treatment Plant employees including the outside sewer crew, Water Division employees including the outside crew, and Meter Readers annually. Reimbursement for certified boots up to \$125.00 per year. Five (5) safety orange T-shirts to be supplied every two (2) years and two (2) orange winter jackets to be supplied every two (2) years. The City to supply two (2) sets of uniforms or coveralls for Highway Mechanics. Four (4) new uniforms supplied per year for Telecommunications Clerk.
- 10.4** The City agrees to pay the yearly license fee for the Hoisting Engineers, Water Pollution Control Operators, and Water Treatment, as well as the yearly license fees for all local, state, and federal requirements for all members covered under this agreement.
- 10.5** The established practice of taking fifteen (15) minute breaks in the morning is recognized. A ten (10) minute break will be permitted in the afternoon. In these cases, this means only two (2) per day will be permitted. Breaks may be taken by employees who work overtime of four (4) hours or more.
- 10.6** Family sick leave of three (3) days will be allowed with a doctor's report; this time to be deducted from sick leave.

**10.7** Any permanent employee of the Wastewater Treatment Plant who has satisfactorily completed a course approved by the Public Works Director, whose approval shall be at his sole discretion and may be based on economic or other factors, will receive an additional **\$2.75** a week while employed in the Wastewater Treatment Plant.

Effective July 1, 1988, any permanent employee of the Wastewater Treatment Plant, who has satisfactorily completed a course approved by the Public Works Director, whose approval shall be at his sole discretion and may be based on economic or other factors, shall be as follows: **Grade 1 through 4 licenses, \$8.00 weekly.** Additional income shall be paid to said employees while employed at the Wastewater Treatment Plant.

**10.8** Wastewater Treatment Plant employees and the outside sewer crew shall have an annual physical examination and necessary inoculations as determined by the State Health Department which will be paid for by the City. All reports shall be made available to the City, the employee and the Union. Further, within thirty (30) days after the signing of this contract, employees will receive the necessary inoculations.

**10.9** Drug Testing – Random testing for all employees operating City vehicles. If, during a random test the presence of a controlled substance is detected, the employee will undergo EAP. Subsequent offenses are subject to progressive discipline. Subsequent offenses within five (5) years of the first are subject to termination.

**10.10** All wage step increases shall be at six (6) month intervals. Effective for employees hired on or after July 1, 2013, all wage step increases shall be at two (2) year intervals.

- 10.11** All employees working alone, within the hours of 4:00 pm. to 8:00 am. shall be provided with two-way, portable communication devices to help insure safer working conditions. Said employees shall include all Highway Watchpersons, all Water Division Shoppers, all City Hall Watchpersons, all Park Division Personnel, and any other persons who shall occupy jobs created in the future by the City that may warrant need for such communication devices.
- 10.12** All employees must supply their supervisor and the Personnel Director with a telephone number at which they can be reached in case of emergency. They also should supply their supervisor and the Personnel Director with a current address and phone number which will be kept confidential.
- 10.13** The City and the Union realize the State has passed a law concerning Commercial Driver's License requirements to comply with Federal statutes. The parties, therefore, agree to the following for employees:
- 1.** The City will pay for two (2) tests if needed, the first license and all future renewals. Employees will be responsible for any further testing.
- 10.14** The City will pay for individual membership in the New England Water Works Association for Water Treatment Operators.
- 10.15** Effective July 1, 2005 any permanent employee of the Water Division that has obtained full certification as a Drinking Water Treatment Operator or a Drinking Water Distribution Operator shall receive additional income weekly as follows:
- |         |                                    |         |
|---------|------------------------------------|---------|
| Grade 1 | Treatment or Distribution Operator | \$11.00 |
| Grade 2 | Treatment or Distribution Operator | \$15.00 |

Grade 3 Treatment or Distribution Operator \$19.00

Grade 4 Treatment or Distribution Operator \$23.00

## ARTICLE 11

### WAGES

11.1 The wage increases to be implemented during the period of this Agreement are as follows:

Effective 07/1/2013 1.75 % Converted to .28 cents per hour

11.2 The parties agree to a re-opener on wages only (Article 11) for the period of July 1, 2015 through July 1, 2016.

11.3 The parties agree to a re-opener on wages only (Article 11) for the period of July 1, 2016 through July 1, 2017.

## ARTICLE 12

### HOLIDAYS

12.1 Employees are entitled to a day off with pay at their regular rate of pay on holidays which occur or are celebrated within an employee's assigned basic work week; said holidays are as follows:

New Year's Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
July 4th  
V. J. Day  
Labor Day  
Columbus Day  
Veterans' Day  
Election Day/In November in every Even Year  
Thanksgiving Day and the following day  
The Day before Christmas  
Christmas Day

**12.2** Holidays which fall on a Saturday shall be celebrated on the last scheduled work day before the holiday, except for the Plant Operation Group, City Hall Watchman, and Highway Division Watchman.

**12.3** a. Whenever any of the preceding listed holidays fall on a Sunday, the following day shall be considered the holiday.

Holiday pay for any of said listed holidays will not be paid for any of said holidays which occur on any day of the week not within the employee's assigned 35 or 40 hour basic work week.

b. Employees assigned to the Plant Operation Group, City Hall Watchman and Highway Division shall receive holiday pay for actually working on a holiday which falls on either a Saturday or Sunday if it is their regular day to work.

Employees who are off shall receive eight hours holiday pay in addition to their regular pay.

**12.4** Employees temporarily absent due to injury suffered in the course of employment, or due to bona fide illness causing temporary absence, (in either case not in excess of one hundred eighty (180) days, will be eligible for holiday pay.

**12.5** An employee who has reported for work, but who has been laid off during the week in which a holiday occurs, shall receive pay for such holiday.

### **ARTICLE 13**

#### **VACATIONS**

**13.1** All permanent employees in full time positions who are covered by this agreement, and who have six (6) months or more seniority as of January 1 or July 1 of the applicable year, shall receive a vacation computed by using the anniversary date of the employee's appointment as follows:

**SENIORITY**

6 Months up to 1 year  
1 year up to 5 years

**VACATION**

1 week plus 2 days  
2 weeks plus 2 days

One (1) additional day of vacation shall be added for each full year in excess of five (5) years, but less than ten (10) years.

10 years	3 weeks plus 2 days
12 years	3 weeks plus 3 day
14 years	3 weeks plus 4 days
16 years	4 weeks
18 years	4 weeks plus 1 day
20 years	4 weeks plus 2 days
21 years	4 weeks plus 3 days
22 years	4 weeks plus 4 days
23 years	5 weeks
24 years	5 weeks plus 1 day
25 years and over	5 weeks plus 2 days
28 years	5 weeks plus 3 days

Two (2) additional days of vacation shall be added each year on January 1 in place of two (2) holidays, namely:

Washington's Birthday and Rhode Island Independence Day.

- 13.2 The distribution of vacation pay shall be on or before the start of the employee's vacation.
- 13.3 An employee's total seniority with the City as of January 1 or July 1 in the applicable year, shall be used as a basis for computing the length of vacation under the provisions of 13.1.
- 13.4 In case an employee dies or terminates his employment, leaving accrued vacation pay not yet paid, the City shall pay the amount of such accrued vacation pay to the executor or administrator of his estate, to his next of kin, or the employee, whichever is legally appropriate.

- 13.5** The vacation period for employees covered by this agreement shall be upon accrual. Time off for vacations shall be established by the appointing authority and once established, employees will be notified of approval or denials of annual vacation request no later than April 15 each year. Any request for an exception to the specified vacation period shall be made to the Division Chief or the Departmental Director at least two (2) weeks prior to the start of the vacation time requested. Approvals or denials for all other requests for vacation will be done in a timely manner affording the employee as much advance notice as possible. Employees will have a right to grieve when they feel there is a lack of timely notice of approval or denial of such vacation requests.
- 13.6** Should a question arise between employees as to when their vacation will be taken, the senior employee shall have preference.
- 13.7** All employees by seniority in each division, may have first choice in selecting vacation of up to two weeks. Once original requests are made, all employees by seniority in each division may choose up to an additional two weeks vacation. Once this process is completed, all other vacation requests will be first-come, first-serve.
- 13.8** All vacations must be taken during the calendar year in which they are due, and vacation time shall not accrue from one year to another following the execution of this agreement.
- 13.9** In case any employee is temporarily absent from work as a result of leave of absence, on-the-job injury, or otherwise for a period of thirty (30) days or more, vacation entitlement shall be apportioned for the entitled year in accordance with the time worked by said employee and his full entitlement;

provided, however, that any accrued vacation due said employee shall not be lost.

- 13.10** Two (2) personal days shall be allowed to all employees covered by this agreement. These days shall have priority over all other forms of time off. These days shall not accumulate from year to year unless the performance of duties prevents it. In such cases, employees may elect to carry over personal days or be paid in cash. In either case, this shall be used at the discretion of the employee.
- 13.11** No more than 1 Telecommunications Clerk shall be allowed vacation per shift.

#### **ARTICLE 14**

##### **HEALTH AND WELFARE**

- 14.1** The City will also pay the cost of Dental, Level III, Family membership where applicable. The City will pay the cost of Dental, Level IV, family membership, up to a coverage limit of \$1200.00. Any employee desiring a coverage limit for Level IV of \$2000.00 may obtain said coverage at their own expense for the difference between Level IV (\$1200) and Level IV (\$2000).  
If elected by the member, the City shall provide each employee with single or family healthcare coverage and/or dental coverage.

Effective July 1, 2013, the City will pay 80% of the cost of the City-wide insurance plan for active employees. Employees hired on or before June 30, 2012 who retire after 25 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 80% 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.

Each employee shall sign a payroll deduction authorization as may be required by the Finance Director to satisfy this cost-sharing obligation. The parties agree to a health insurance summary plan document attached to the Agreement as Appendix C.

- 14.2** The City agrees to supply safety equipment and special protective clothing for its employees. Repeated failure to use such safety equipment and protective clothing shall subject the employee to disciplinary action, provided such equipment is available.
- 14.3** Effective September 1, 2002, the City will pay the cost of life insurance for all employees covered by this contract in the amount of \$40,000.
- 14.4** The City reserves the option to explore and adopt, if the Union agrees, other medical and dental programs containing equal or better benefits.
- 14.5** Employees who work outdoors will not be required to "hot pave" in temperatures 90 degrees Fahrenheit or higher. Employees will not be required to wash vehicles outside in temperatures 32 degrees Fahrenheit or below. When employees feel that other requirements are made upon them that may be Health & Safety violations, they will be brought immediately to the department head's attention and the safety & health officers of Local 670 for resolution. If unable to be resolved by the department head or the Safety & Health Officer, they will be brought to the Mayor's attention for resolution.
- 14.6** Effective July 1, 2013, employees who waive medical insurance will receive \$3,000 for waiver of both family health and dental coverage or \$1,500 for waiver of both individual health and dental coverage. If either coverage alone is waived, the employee will receive a pro rata portion of such payment.

## ARTICLE 15

### PENSION MEMBERSHIP

**15.1** New employees shall be required to become members of the Municipal Employees' Retirement System effective on the date of hire, as established by resolution of the City of Woonsocket dated February 16, 1962, said resolution having been enacted in accordance with the provisions of Title 45 of the General Laws of Rhode Island. Said retirement plan will be run in accordance with the rules and regulations of said plan.

The above-mentioned retirement system is an addition to the provisions of the Social Security Act under which the employees included in this agreement are covered.

**15.2** For informational purposes only, the following provisions of the Municipal Employees' Retirement System are set forth and such provisions are not to be considered as part of this agreement.

- (a) Employees' contribution to said retirement is six (6%) per cent of their weekly salary.
- (b) The City's contribution to said retirement system is based on Actuarial Study from the Retirement Board.
- (c) Service retirement under this system cannot be prior to age 58. There are provisions for retirement under age 58 in case of certain disability condition.
- (d) The length of time required under the retirement system in order to be eligible for a pension is ten (10) years.

- (e) An employee leaving the City service with less than ten (10) years under the retirement system may withdraw the amount he has contributed to such system, but without interest.
- (f) If any employee leaves the service of the City with ten (10) years or more under the retirement system, he may withdraw the amount he has contributed or he may leave the fund intact and be entitled to a pension at age 58, in accordance with the credits that he has under the retirement system.

**15.3** Rhode Island Employees Retirement System Cost of Living Adjustment (COLA) Plan B subject to the terms of RI General Laws 45-21-41, as amended, one percent (1%) of the employee's compensation concurrently with and in addition to contributions otherwise being made to the retirement system will be contributed by each employee starting on January 1, 2000.

## **ARTICLE 16**

### **SICK LEAVE**

**16.1** Sick leave shall be defined as the absence from duty of any employee due to illness or exposure to contagious diseases. All such leaves foreseeable shall require specific prior approval of the departmental director and unforeseeable leaves shall require notification to the department director and/or division head no later than the regular starting time of work. Sick leave shall be considered a privilege and shall be administered by the personnel director.

Sick leave with pay shall be accrued to employees at the rate of one (1) working day for each full calendar month of service, provided, however, that

such a benefit shall not accumulate in excess of one hundred-fifty (150) working days.

The departmental director may require a physician's certificate that an employee is too ill to perform his regular duties. In any event, such physician's certificate shall be mandatory after four (4) consecutive days of absence due to illness.

In case an employee dies or retires, leaving unused sick leave, the City shall pay the amount of such sick leave at the rate of seventy (70%) percent to the executor or administrator of his estate, to the next of kin, or to the employee, whichever is legally appropriate.

In case of retirement of any employee, said amounts shall be paid to the employee on retirement.

**16.2** Bereavement leave allowable for death in the family, not deducted from sick leave, shall be as follows: for wife, husband, child, mother, father, brother or sister, mother-in-law, father-in-law and grandchildren; from the time of notification to and including the day of burial, not to exceed five (5) days. For daughter-in-law and son-in-law, the day before burial and the day of burial shall be allowed. For sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandmother, grandfather, current step parents and current step children, the day of burial shall be allowed. The employee must present proof, such as an obituary notice, etc., in questionable cases, in order to be allowed to use Bereavement Leave.

**16.3** 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.

**16.4** 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.

**16.5** a. When an employee uses no sick time for one (1) calendar year a bonus of two hundred fifty (\$250.00) dollars will be paid to the employee.

b. Effective 1/1/2001 all employees covered by this Agreement will be covered by TDI as per state law conditional of state approval.

**16.6** The parties agree to set up a committee to review and recommend amendments, change, corrections, consolidations, etc. for issues pertaining to Sick Leave language. The Committee will consist of two Union members

chosen by the Union President and two members chosen by the Mayor. This committee will meet within 90 days of the signing of this contract. All recommendations and conclusions of the committee must be approved by the entire Union membership as well as by the City before being implemented.

## **ARTICLE 17**

### **MILITARY SERVICE**

17.1 Any employee, other than temporary, who is a member of a reserve force of the United States, or the Rhode Island National Guard, or the Rhode Island Air National Guard, and is ordered by the appropriate authorities to attend a training period, or other duties under supervision of the United States, or the State of Rhode Island, shall be granted a leave of absence without pay from his position during the actual duration of such activity, but not to exceed fifteen (15) days annually. During this period, the employee shall accrue sick leave and vacation leave as though actually employed. Such employee shall receive that part of his regular salary which will, together with his reserve or guard pay, equal his total City salary for a similar period.

## **ARTICLE 18**

### **JURY DUTY**

18.1 Any employee, other than temporary, shall be granted a leave of absence for required jury duty or other civic duty requiring an appearance before a court or other public body. Said employee will receive their full salary and will turn in said jury duty pay into the City. Should the employee receive extra salary as a result of sequestration or the like, said employee may keep this extra salary.

**18.2** If an employee is required to testify at a hearing as a result of a subpoena or the like, and this hearing has nothing to do with City business, that employee must discharge either compensatory time, personal time, vacation time, or leave without pay for said day. 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 account.

## **ARTICLE 19**

### **LEAVE WITHOUT PAY**

- 19.1** Upon written application, a permanent employee may be granted a leave of absence, if approved by the appointing authority and personnel director, not to exceed six (6) months, and subject to one (1) renewal, not to exceed six (6) months, for reason of personal illness, disability, or for other purposes deemed eligible, subject to approval of the appointing authority and personnel director.
- 19.2** Leaves of absence, for reasons other than those above, may be granted with the consent of the appointing authority.
- 19.3** Upon return to work, such employee will be placed in his former job, if available, or in an equivalent one in accordance with his seniority at the then prevailing rate for the work performed.
- 19.4** Seniority shall be retained and shall accumulate during all leaves of absence.

**ARTICLE 20**

**NO STRIKES OR LOCKOUTS**

- 20.1** The Union will not cause, call or sanction any strike, work stoppage or slowdown, nor will the City lock out its employees during the term of this agreement.
- 20.2** It is agreed that all provisions of this agreement are binding on each of the individuals governed by this agreement for the duration thereof, with the same force and effect as if they had individually signed the said agreement.

**ARTICLE 21**

**LONGEVITY**

- 21.1** Each employee covered by this agreement shall be entitled to longevity payments after service as a City employee for a period of five (5) years from date of appointment. Any employee entitled to longevity payments shall be paid the same in one (1) lump sum on or before December 1 of each year. The date of November 1 shall be the date used to determine whether or not an employee is entitled to longevity payments for that year. Payment of longevity shall be in accordance with the following schedule:

Commencing of employment to and including fourth (4th) year	- 0% of salary
Fifth (5th) year to and including ninth (9th) year	4.5% of salary
Tenth (10th) year to and including fourteenth (14th) year	5% of salary
Fifteenth (15th) year to and including nineteenth (19th) year	5.5% of salary
Twentieth (20th) year to and including twenty-fourth (24th) year	6% of salary
Twenty-fifth (25th) year and over	6.5% of salary

Longevity pay will not be paid to employees who have been on Workers'

Compensation for more than one (1) year.

Employees hired after July 1, 2010 shall receive the following

Fifth (5th) year to and including ninth (9th) year	3% of salary
Tenth (10th) year to and including fourteenth (14th) year	3.5% of salary
Fifteenth (15th) year to and including nineteenth (19th) year	4% of salary
Twentieth (20th) year to and including twenty-fourth (24th) year	4.5% of salary
Twenty-fifth (25th) year and over	5% of salary

## **ARTICLE 22**

### **MANAGEMENT RIGHTS**

- 22.1 The management of the City and direction of the working forces is vested exclusively in the City including, but not limited to, the right to hire, suspend or demote, discipline or discharge for just cause, to transfer or layoff because of lack of work or other legitimate reasons, to determine the type, kind and quality of service to be rendered to the community, to determine the location of the physical structures of any division or department thereof, to plan and schedule services and work programs, to determine the methods, procedures and means of providing such services, to determine what constitutes good and efficient City service, subject to the terms of this agreement.
- 22.2 The Mayor may temporarily assign work historically not performed by Union members on a regular basis, including, but not limited to, cleaning sidewalks, empty lots, brooks, etc.

**22.3** The City shall have the right to temporarily transfer employees from their regular job, within the Finance Department, for any reason, PROVIDED: the transfer period for reasons other than to avoid layoff, shall not exceed fourteen (14) working days in the aggregate during any contract year except in cases where an employee registers no objection to remaining on such temporary transfer beyond said fourteen (14) working days, maximum. Employees temporarily transferred to a lower rated job will suffer no reduction in their hourly rate of pay. Employees temporarily transferred to a higher rated job will have their hourly rate increased in accordance with Article 2.6.

### **ARTICLE 23**

#### **ALTERATION OF AGREEMENT**

- 23.1** It is understood that any alteration or modification of this agreement shall be binding upon the parties hereto only if executed in writing.
- 23.2** The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

### **ARTICLE 24**

#### **PEOPLE DEDUCTION**

- 24.1** Upon receipt of a voluntary written authorization from any employee covered by this Agreement, on forms provided by the Union, the City shall deduct from the pay of such employees the PEOPLE contributions authorized by the employee and forward said deduction to Council 94. Deductions shall not be coupled with Union dues and

shall be forwarded separately.

**ARTICLE 25**

**DURATION**

**25.1** This Agreement shall be in effect from July 1, 2012 and shall continue until  
June 30, 2017.

**FOR THE CITY OF WOONSOCKET**

**FOR AFSCME, COUNCIL 94**

**LOCAL 670**

*Lisa Baccelli-Hunt*  
\_\_\_\_\_  
Mayor

*David Parry*  
\_\_\_\_\_  
President, Local 670

*Helen Nutcove*  
*WOC Chairperson*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*John Burns*  
\_\_\_\_\_  
Staff Representative

*[Signature]*  
\_\_\_\_\_

*David W. Johnson*  
\_\_\_\_\_

*Dennis Perrinelli*  
\_\_\_\_\_

*Rita Pirella*  
\_\_\_\_\_

*Jeanne Meritt*  
\_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

## **PRIVATIZATION**

The City is in the process of evaluating the merits of contract operations, via a public-private partnership in relation to the Wastewater Treatment Facility. The City intends to honor union representation and the Union agrees to participate in the City's efforts to evaluate and/or establish said partnership.

**ADDENDUM**

**APPENDIX A**

**JOB SPECIFICATIONS**

The City intends to relocate the Municipal Court Clerk from City Hall to the Police Station.

The Municipal Court Clerk and the BCI Clerk may be called upon to assist Public Safety Telecommunications Clerks in accordance with their job specifications when the needs of the department so require.

**APPENDIX B**

Telecommunications Clerks:\*

Step 1: \$600.00

Step 2: \$650.00

Step 3: \$697.50\*\*

\*If a public safety telecommunication clerk is assigned to the 4-2 schedule / 37 ½ hour workweek, his/her hourly rate will be based on a 37 ½ hour workweek.

\*\*Existing police telecommunication clerks will advance to Step 3 upon implementation of the public safety dispatch merger.

**Job Titles and Salaries**

**SEE ATTACHED**

Municipal Union, Local 670 Pay-Plan

Effective July 1, 2013

APPENDIX B

Grade	Step 1	Step 2	Step 3	Step 4		
M1			\$266,2240	\$278,9790	ZONING CLERK TYPIST PAR TIME	20.00
M2			\$252,9177	\$265,0237	CLERK TYPIST	19.00
M2a			\$465,9030	\$488,2160	CLERK TYPIST	35.00
M4			\$313,7160	\$351,7360	MESSENGER (CITY HALL)	35.00
M5			\$462,9610	\$483,5460	JUNIOR LIBRARY ASSISTANT	35.00
M6			\$476,7400	\$488,5560	SENIOR CLERK TYPIST	35.00
M7			\$487,3100	\$499,1560	UNASSIGNED GRADE	35.00
M8			\$495,4270	\$507,6960	SENIOR CLERK TYPIST (BCI CLERK)	35.00
M10			\$495,3530	\$509,0060	SENIOR LIBRARY ASSISTANT	35.00
M11			\$499,9960	\$511,8460	VITAL RECORDS CLERK	35.00
M12	\$488,8760	\$503,7890	\$518,8900	\$526,7960	ASSISTANT CHILDRENS LIBRARIAN	35.00
M12	\$488,8760	\$503,7890	\$518,8900	\$526,7960	CIRCULATION AIDE	35.00
M12	\$488,8760	\$503,7890	\$518,8900	\$526,7960	PARPROFESSIONAL (LIBRARY)	35.00
M13			\$520,4000	\$527,2360	ELECTION CLERK	35.00
M14			\$526,4980	\$533,3260	USER CHARGE CLERK	35.00
M14			\$526,4980	\$533,3260	DATA ENTRY OPERATOR	35.00
M15	\$498,1530	\$517,3960	\$528,1370	\$534,9360	CIRCULATION SERVICES COORDINATOR	35.00
M16	\$502,5860	\$517,5500	\$532,4720	\$540,5260	ACCOUNT CLERK	35.00
M17	\$510,8460	\$530,0920	\$540,8370	\$547,6260	LIBRARY TECHNICAL AIDE	35.00
M19			\$540,8160	\$547,9360	PUBLIC WORKS ACCOUNT CLERK	35.00
M20			\$516,9280	\$563,2160	SENIOR CLERK TYPIST (POLICE) CHIEF'S SECRETARY	35.00
M21			\$563,2313	\$570,6983	JANITOR/SECURITY	40.00
M22	\$536,1870	\$549,2500	\$558,6000	\$570,3860	REAL ESTATE TRANSFER CLERK	35.00
M22	\$536,1870	\$549,2500	\$558,6000	\$570,3860	ACCOUNTS RECEIVABLE CLERK	35.00
M23	\$544,9143	\$554,2703	\$564,8423	\$576,6783	SECURITY OFFICER	40.00
M24	\$527,3900	\$542,9160	\$558,8980	\$575,3660	WATER ACCOUNT CLERK	35.00
M24	\$527,3900	\$542,9160	\$558,8980	\$575,3660	WATER WORKS CLERK	35.00
M25			\$569,4553	\$579,9983	BEAUTIFICATION MAINTENANCE SPECIALIST	40.00
M25			\$569,4553	\$579,9983	MAINTENANCE HELPER	40.00
M25			\$569,4553	\$579,9983	LABORER (HIGHWAY & PARKS & SOLID WASTE)	40.00
M26	\$549,5630	\$560,2350	\$571,4250	\$581,8360	OFFICE MANAGER/SECRETARY / planning & zoning	35.00
M27	\$536,1920	\$549,2540	\$571,2910	\$583,0760	FEDERAL CONTRACTS CLERK	35.00
M29	\$562,4933	\$571,9703	\$582,6563	\$595,7583	ASSISTANT ANIMAL CONTROL OFFICER	40.00
M30	\$569,1280	\$577,5830	\$582,1080	\$595,0360	PRINCIPAL CLERK TYPIST	35.00
M31	\$562,3160	\$575,3910	\$584,7050	\$600,2660	ACCOUNTING SYSTEMS CLERK	35.00
M32	\$562,6363	\$577,5303	\$586,4013	\$603,6483	SHOP MAINTENANCE PERSON (HIGHWAY DEPT)	40.00
M32	\$562,6363	\$577,5303	\$586,4013	\$603,6483	LIGHT EQUIPMENT OPERATOR (HIGHWAY)	40.00
M33	\$553,3900	\$569,6900	\$586,4780	\$603,7760	SENIOR WATER ACCOUNT CLERK	35.00
M34	\$581,3180	\$589,3690	\$598,7150	\$606,1660	READERS ADVISOR	35.00
M34	\$581,3180	\$589,3690	\$598,7150	\$606,1660	LICENSING AIDE/CITY CLERK	35.00
M35	\$572,0910	\$581,4610	\$597,0260	\$606,3560	TREASURY AIDE	35.00
M36			\$599,3123	\$614,2183	MEDIUM EQUIPMENT OPERATOR (HIGHWAY & PARKS)	40.00
M38	\$581,2833	\$590,7223	\$601,1723	\$615,4783	ASPHALT RAKER (HIGHWAY)	40.00
M39	\$575,4190	\$589,5440	\$603,8370	\$614,5860	MUNICIPAL COURT AIDE	35.00
M40	\$569,7113	\$586,4683	\$603,7123	\$621,4883	WATER METER READER & REPAIR SHOPMAN	40.00
M41	\$583,2723	\$598,2103	\$610,0253	\$624,3183	MAINTENANCE FOREPERSON	40.00
M42	\$572,6930	\$589,5770	\$606,9700	\$624,8760	PRINCIPAL CLERK TYPIST WATER DIVI	35.00

M43	\$600.5673	\$609.7533	\$622.9473	\$634.7483	UTILITY PERSON (HIGHWAY & PARKS)	40.00
M44	\$594.5460	\$611.9290	\$626.2460	\$641.8160	BOOK KEEPER	35.00
M44	\$594.5460	\$611.9290	\$626.2460	\$641.8160	CITY CLERK AIDE	35.00
M46	\$614.5043	\$626.8583	\$641.7843	\$651.7183	PRETREATMENT AIDE	40.00
M47	\$608.6633	\$626.0473	\$640.3583	\$655.9383	HEAVY EQUIPMENT OPERATOR (HIGHWAY)	40.00
M48	\$603.8293	\$621.6043	\$639.9103	\$658.7683	WATER SUPPLY INSPECTOR	40.00
M49	\$610.9503	\$628.9373	\$647.4663	\$666.5483	WATER METER FOREMAN	40.00
M50	\$583.9780	\$601.9910	\$639.5790	\$670.6660	TAX CLERK	35.00
M52	\$622.2203	\$640.5473	\$659.4263	\$678.8683	WATER UTILITY PERSON	40.00
M53		\$600.0000	\$650.0000	\$697.0000	PUBLIC SAFETY TELECOMMUNICATIONS CLERK	37.50
M54	\$653.2373	\$665.1093	\$666.9563	\$689.8383	ANIMAL CONTROL OFFICER	40.00
M54A	\$652.0830	\$664.7330	\$677.3830	\$690.0360	FIRE CLERK	35.00
M55	\$645.2803	\$663.8423	\$673.6993	\$708.5083	LABOR FOREPERSON (HIGHWAY)	40.00
M56	\$656.1153	\$675.4613	\$695.3803	\$715.9083	WATER HEAVY EQUIPMENT OPERATOR	40.00
M56	\$654.6930	\$674.0390	\$693.9580	\$714.4860	PURCHASE ORDER CLERK	35.00
M57			\$706.4393	\$717.0583	WATER POLLUTION CONTROL OPERATOR (WASTEWATER)	40.00
M58	\$660.7523	\$680.2363	\$700.2933	\$720.9683	WATER TREATMENT LABORATORY TECHNICIAN	40.00
M61	\$707.3723	\$717.7153	\$728.0453	\$743.5683	PLANT EQUIPMENT OPERATOR	40.00
M62	\$676.2430	\$695.4510	\$720.0340	\$742.8560	PRINCIPAL HOUSING PROGRAM TECHNICIAN	35.00
M63	\$697.1533	\$714.5363	\$728.8573	\$744.4083	SENIOR LABOR FOREPERSON (HIGHWAY & PARKS)	40.00
M64	\$696.5403	\$711.4333	\$723.4473	\$749.3483	UNASSIGNED M-GRADE	40.00
M65	\$696.5403	\$711.4333	\$736.6563	\$762.5583	UNASSIGNED M-GRADE	40.00
M66	\$724.5823	\$742.6643	\$757.5563	\$773.7283	SR. EQUIPMENT MECHANIC (HIGHWAY)	40.00
M67	\$715.6063	\$736.7353	\$758.5003	\$780.9083	WATER DEPT. EQUIPMENT OPERATOR	40.00
M68	\$717.2623	\$738.4433	\$760.2513	\$782.7183	WATER TREATMENT PLANT OPERATOR	40.00
M69	\$737.7793	\$755.8723	\$770.7653	\$786.9383	UNASSIGNED M-GRADE	40.00
M70	\$721.1783	\$742.4653	\$764.4013	\$786.9983	WATER LABOR FORMAN	40.00
M71	\$756.0383	\$770.8943	\$796.3643	\$821.8283	PRETREATMENT INSPECTOR	40.00
M72	\$819.6113	\$840.3323	\$853.2423	\$870.0983	UNASSIGNED M-GRADE	40.00
M73	\$832.8083	\$853.5293	\$866.4513	\$883.2983	MASTER MAINTENANCE MECHANIC	40.00
M74	\$834.3710	\$854.6380	\$868.8980	\$894.5760	PAYROLL CLERK	35.00
M75	\$837.3063	\$862.0853	\$887.6073	\$913.8883	SENIOR WATER FORMAN	40.00
M76	\$865.0143	\$882.4393	\$900.2253	\$918.3683	POLICE EQUIPMENT MECHANIC POLICE DEPT	40.00
M77	\$849.9983	\$875.1593	\$901.0743	\$927.7583	WATER PLT. MAINTENANCE MECHANIC	40.00

LETTERS OF UNDERSTANDING

- I. (a) The parties hereby agree that the job specifications included herein were negotiated in good faith and are included in the Collective Bargaining Agreement. They have been separated from the Contract because of volume reasons only. These job specifications shall be in full force and effect for the duration of the Collective Bargaining Agreement. And shall be incorporated into the Collective Bargaining Agreement except those job specifications excluded in the Water Memorandum of agreement.
- (b) Unless specifically changed in writing by either party through negotiations, it is understood that they will continue in full force and effect.
- II. The Union and the City agree that both parties recognize the practice and custom of vacation approvals for the Water Department as confirmed in Arbitration #1139-2392-87.
- III. The practice of the City paying for all courses for Water Department Employees concerning contact hours (continued education hours) needed to maintain required licenses will be continued.

CITY OF WOONSOCKET

COUNCIL 94, AFSCME

Rosa Baldecki-Hunt  
Mayor

David Daney  
President, Local 670

Wena Mullenbach  
WBC Chairperson

John Burns  
Staff Representative

Date: 5/19/14

Date 4/3/14

# Understanding Your Benefits

## Deductibles

You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

- **\$500 per individual plan:**  
\$1,000 per family plan  
in network
- **\$1,000 per individual plan:**  
\$2,000 per family plan  
out of network

## Out-of-pocket Limits

To protect you from very high costs, your plan limits how much you could pay out of pocket for healthcare services. The following is the most you would pay for deductibles and coinsurance each year:

- **\$1,500 per individual plan:**  
\$3,000 per family plan  
in network
- **\$3,000 per individual plan:**  
\$6,000 per family plan  
out of network

**Please note:**

The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

What's Covered		What You Pay
<b>Preventive Care</b>		
<ul style="list-style-type: none"> <li>▪ Adult preventive care</li> <li>▪ Child preventive care</li> <li>▪ Immunizations</li> <li>▪ Preventive and diagnostic lab, X-ray, and imaging</li> </ul>		<ul style="list-style-type: none"> <li>\$0 in network</li> <li>20% per visit after deductible out of network</li> </ul>
<b>Primary Care Office Visits</b>		
<ul style="list-style-type: none"> <li>▪ Adult primary care</li> <li>▪ Adult gynecological exam</li> <li>▪ Pediatric primary care</li> </ul>		<ul style="list-style-type: none"> <li>\$20 per visit in network</li> <li>20% per visit after deductible out of network</li> </ul>
<b>Specialist Office Visits</b>		
<ul style="list-style-type: none"> <li>▪ Specialty care</li> <li>▪ Chiropractic (limit 12 visits per year)</li> <li>▪ Routine eye exam (limit 1 visit per year)</li> </ul>		<ul style="list-style-type: none"> <li>\$30 per visit in network</li> <li>20% per visit after deductible out of network</li> </ul>
<b>Outpatient Services</b>		
<ul style="list-style-type: none"> <li>▪ Medical/surgical care</li> <li>▪ High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)</li> </ul>		<ul style="list-style-type: none"> <li>0% per visit after deductible in network</li> <li>20% per visit after deductible out of network</li> </ul>
<b>Inpatient Services</b>		
<ul style="list-style-type: none"> <li>▪ Acute care</li> <li>▪ Maternity</li> <li>▪ Mental health</li> <li>▪ Chemical dependency</li> <li>▪ Rehabilitation (limit 45 days per year)</li> </ul>		<ul style="list-style-type: none"> <li>0% per visit after deductible in network</li> <li>20% per visit after deductible out of network</li> </ul>
<b>Emergency Services</b>		
<ul style="list-style-type: none"> <li>▪ Hospital emergency care</li> </ul>		<ul style="list-style-type: none"> <li>\$150 per visit in network</li> <li>\$150 per visit out of network</li> <li>\$50 per occurrence in network</li> <li>\$50 per occurrence out of network</li> </ul>
<b>Ambulance</b>		
		<ul style="list-style-type: none"> <li>\$50 per occurrence out of network</li> </ul>

continued

**What's Covered**

**What You Pay**

Urgent Care Center	\$30 per visit in network
Durable Medical Equipment	\$30 per visit out of network
Physical/Occupational Therapy (limit 30 visits per year)	20% per occurrence after deductible in network
<ul style="list-style-type: none"> <li>▫ Physical therapy</li> <li>▫ Occupational therapy</li> <li>▫ Speech therapy</li> </ul>	20% per occurrence after deductible out of network
Prescription Drugs	20% per visit after deductible in network 20% per visit after deductible out of network
	\$10 Tier-1; \$20 Tier-2; \$30 Tier-3; \$50 Tier-4

## Coinsurance Plans (100/80, 90/70, and 80/60)

The following diagram shows some of the covered services, and the member's financial responsibility for each.

### Key Plan Features:

- National network and non-network coverage
- Cost savings by going to a network doctor or facility
- Preventive care covered at 100% in network
- Deductible and coinsurance allow for lower premiums
- Pharmacy benefits included

### Deductible Calculation

All family members contribute to the family deductible. Once that is met, everyone is covered. However, an individual family member will never pay MORE than the individual deductible before being covered.

#### In network:

- Preventive office visits**
- Adult annual/preventive care
  - Well-woman annual/preventive care
  - Pediatric preventive care

#### Preventive immunizations

#### Preventive and diagnostic lab, X-ray, and imaging

- Diabetes education
- Nutritional counseling
- Smoking cessation counseling

#### In network:

#### Outpatient services

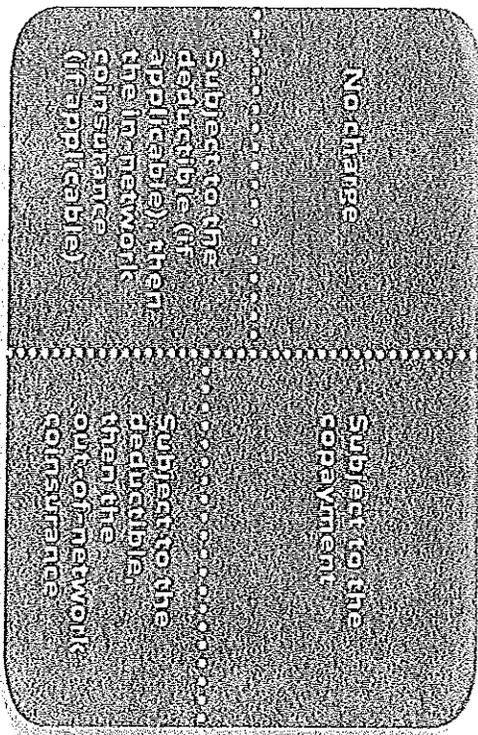
- Medical/surgical care
- High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)

#### Inpatient services

- Acute care
- Maternity
- Mental health
- Chemical dependency
- Rehabilitation

#### Durable medical equipment

Physical/occupational/speech therapy



#### In network:

- Primary care office visits**
- Adult primary care
  - OB/GYN
  - Pediatric primary care

#### Specialist office visits

- Specialty care
- Chiropractic
- Routine eye exam

#### Hospital emergency care

- Urgent care center
- Prescription drugs

#### Office-based surgical procedures

#### Out of network:

Applies to most out-of-network services

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

**MEMORANDUM OF AGREEMENT**

This agreement is entered into by and between Rhode Island Council 94, AFSCME, AFL-CIO on behalf of the City of Woonsocket, Rhode Island Employees Local 670 (hereinafter, the "Union") and the City of Woonsocket (hereinafter, the "City"). The Union and the City (collectively, the "Parties") hereby agree to the following:

1. The Parties agree that the City will pursue, without objection from the Union, a Design Build and Operate (hereafter, "DBO") of the water treatment plant (hereafter, the "Water Plant"), through 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, clerical), will be performed by City employees.
2. The Parties agree that the entire Water Division will report to the Water Division Superintendent.
3. 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) of the Parties' Collective Bargaining Agreement (hereafter, "CBA"), and, in addition, may opt to waive those rights in return for: (1) payment by the City of seventy percent (70%) of his/her unused, accumulated sick leave, and (2) either one week of pay for every three years of continuous service to the City OR three months of health insurance continuation,

provided the employee contributes his/her contribution toward the health insurance premium in advance each month.

4. 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.
5. The Parties agree that the job specifications and descriptions of positions within the Water Division are not a part of or incorporated within the CBA. Effective with the City's decision to move forward with the partial privatization of the Water Plant, the City has the ability to amend such job descriptions after providing notice and discussing said changes with the Union.
6. The Parties agree that employees within the Water Division who are displaced due to subcontracting have the opportunity to bid into vacant bargaining unit positions within other divisions, subject to qualification and / or testing requirements, if any. Employees who obtain positions elsewhere in the City through such bidding will not be eligible for the benefits set forth in Section 3 herein.
7. The Parties agree that the City may use temporary employees, without objection from the Union, to fill vacant laborer positions within the Public Services Division until such time as the Water Plant becomes operational. Such temporary employees shall not be subject to any provisions of the CBA, but they shall pay to the Union a lawful, monthly service charge to be determined by the Union. Employees of the Water Division who are displaced due to subcontracting may bid into such laborer positions, subject to qualification and / or testing requirements, if any.

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

For the City of Woonsocket

For AFSCME, Council 94 / Local 670

Lisa Baldelli-Hunt  
Mayor

John Burns  
Staff Representative

Mina D'Amico  
Chairperson, WBC

Don D'Amico  
President, Local 670

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Jeanne Merlet

\_\_\_\_\_

Wendell Hoffman

\_\_\_\_\_

Dennis Perrinella

\_\_\_\_\_

[Signature]

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Robert [Signature]

Date: \_\_\_\_\_

Date: 4/3/14