

AGREEMENT BETWEEN
RI COUNCIL 94, AFSCME, AFL-CIO
ON BEHALF OF
CITY OF WOONSOCKET, RHODE ISLAND
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES
LOCAL 3851

JULY 1, 2012 TO JUNE 30, 2017

Corrected as of date of final execution, 04/08/2014.

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ARTICLE 1

AGREEMENT

- 1.1 This Agreement is hereby entered into this 24th Day of April 2014 by and between the City of Woonsocket, R. I. hereinafter referred to as the City, and R. I. Council 94, AFSCME, AFL-CIO Local 3851.

ARTICLE 2

PURPOSE

- 2.1 It is the purpose of the Agreement to carry out the personnel policy of the City of Woonsocket by encouraging a harmonious and cooperative relationship between the City and its employees by providing for procedures which will facilitate free and frequent communication between the City and its employees. 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 through a stabilized union relationship are essential to carry out this end.

ARTICLE 3

RECOGNITION

- 3.1 The City of Woonsocket hereby recognizes R. I. Council 94, AFSCME, AFL-CIO Local 3851 as the sole and exclusive bargaining agent for all City employees within the bargaining unit, with regard to wages, hours, and working conditions as

certified in Case No. EE3555 on November 2, 1994. The bargaining unit shall consist of those classes of positions set out in Article 11, Hours of Work and Pay Grades, of this Agreement. . 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.

- 3.2 The Personnel Director shall give written notice to the Executive Director of AFSCME, Council 94 and the President, Vice President and Secretary/Treasurer of Local 3851 of those new employees within the bargaining unit when hired.
- 3.4 The City shall deduct Union dues each pay period from the wages of all bargaining unit members of Local 3851. The City shall forward by check all dues deducted at intervals of no greater length than thirty one days from the end of each month.
- 3.5 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 4

NO DISCRIMINATION

- 4.1 The City and the Union agree not to discriminate against any member of the bargaining unit covered by this Agreement because of race, religion, creed, color,

sex, age, disability, marital status, country of ancestral origin, political beliefs, or affiliation and/or membership in any lawful organization.

- 4.2 The City agrees that it will not discriminate against, intimidate, or coerce any employee in the exercise of his/her right to bargain collectively through the Union, or on account of membership in, or activities on behalf of the Union.

ARTICLE 5

UNION SECURITY

- 5.1 Each employee covered by this Agreement who, on the effective date of this Agreement, is a member of the Union, shall, as a condition of employment, maintain his/her membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty days after receipt of written notice to the Employer from the Union. The parties agree that employees who are covered by this agreement shall have the right to voluntarily join or refrain from joining the Union. 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.
- 5.2 The Employer agrees to a Union Check off System whereby Union dues and/or Agency Fee Charges will be withheld from the employee's pay at source. Such withholdings are to be transmitted by check at intervals of no greater length than thirty-one days made to the order of: Rhode Island Council 94, AFSCME and accompanied by a list of employees paid.

- 5.3 Newly hired probationary employees shall be required to adhere to the conditions of this article and any employee who does not adhere to this article shall be terminated.

ARTICLE 6

GRIEVANCE PROCEDURE

- 6.1 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.

An "aggrieved person" is any person or group of persons making a claim under this article.

- 6.2 Any such grievance shall be settled in accordance with the following procedure:
- STEP 1:** A discussion between the aggrieved party and a duly authorized Union Representative, and the Supervisor or Department/Division Head involved. If an agreement resolution cannot be reached verbally, the Union may file a grievance, in writing, within five (5) working days of the disagreement to the Department Head who shall give his/her answer within five (5) working days thereafter. Said grievance must be filed within thirty (30) calendar days of the date on which the aggrieved party knew or reasonably should have known of the event giving rise to the grievance or the grievance will be waived.

STEP 2: Failing to settle the matter under Step 1 within five (5) working days thereafter, the aggrieved employee shall present his/her grievance in writing to the Personnel Board through the Union, and the Personnel Board shall give its answer in writing within five (5) working days after the hearing.

STEP 3: In the event the grievance is not settled in a manner satisfactory to the aggrieved party or the City, then the Union or the City may submit such grievance to arbitration in the manner provided herein.

- 6.3 Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. Either party on request in writing, will produce payroll and other records, as necessary. No person shall be compensated in any way for appearing as a witness or in any other capacity outside of that employee's normal working hours.
- 6.4 If a grievance is not settled, such grievance shall, at the request of either party, be referred to the American Arbitration Association for arbitration, in accordance with its rules and procedures. The decision of the arbitration after all statutory confirmations and appeals shall be binding on the parties. The expense paid to the Arbitrator or AAA (excluding filing fees) of such arbitration shall be borne equally by the parties; all other expenses will be borne by the party creating the expense. The parties shall have the right to utilize an alternative method of arbitration if mutually agreed to in writing.
- 6.5 All submissions to arbitration under this article must be made within thirty (30) calendar days after the decision in Step 2 of the grievance procedure or the parties right to arbitrate the particular grievance is waived.

ARTICLE 7

SENIORITY

- 7.1 Seniority, for purposes of layoffs and bargaining unit preferences, is defined as the total length of service an employee has worked for the City in any position (s) covered by this Agreement. Seniority shall commence upon completion of the

probationary period and shall be retroactive to the first day of work. Seniority shall be lost for the following reasons only:

1. When an employee is discharged for just cause.
2. When an employee voluntarily terminates his or her employment.
3. When an employee fails to return to work upon the expiration of a leave of absence.
4. When an employee fails to return to work when recalled from layoff.

7.2 The City shall provide the Union with an updated seniority list once yearly.

7.3 All new employees hired into positions covered under this Agreement shall serve a 6 month probationary period. Said period may be extended by the City for a duration of up to an additional three months, with just cause.

7.4 When questions of preference arise among or between employees of the bargaining unit, then the employee (s) with greater seniority, as discussed in this article for vacations, personal days, etc., shall have preference.

7.5 The President, Vice President, Secretary/Treasurer and Chief Steward shall have top seniority for purposes of layoff only.

ARTICLE 8

POSTINGS AND JOB BIDDING

8.1 The City will post all vacancies covered by this bargaining unit for a period of ten days. Copies of the announcements will be provided to the President of Local 3851. Any bargaining unit employee interested in applying for the posted vacancy may do so in writing to the Personnel Division in accordance with the time frames indicated in the announcement.

8.2 Promotional examinations will be conducted in accordance with the Personnel Code (Section 6.2 of the Code).

8.3 All promotions covered by this agreement will be filled by either Promotional or Open Competitive Examinations. The Promotional list shall be open to members of Local 3851 only. The Open Competitive list shall include both other city employees and non-city employees. The Promotional list shall be given first priority. After the testing process, should there be less than three (3) Local 3851 members on the Promotional list, the City may, at its discretion, add other city employees from the Open Competitive list to be combined with the Promotional List for a combined total of up to 5 to select from the final eligibility list. Local 3851 members shall be listed first on the Promotional list regardless of score. Employees in the bargaining unit who bid on a lateral or downward position shall be awarded the position based on seniority and requisite qualifications and experience. A lateral position is one of the same pay grade, and a downward position is one of a lower pay grade. Employees who are awarded a new position shall serve a three (3) month probationary period for the new position. In the event the employee does not successfully complete the probationary period according to a management evaluation, the employee shall be allowed to return to the job held prior to the move to the new position.

ARTICLE 9

LAYOFF AND RECALL

9.1 In the event of layoff, employees so affected shall be allowed to bump less senior employees provided that the employees so bumping possess the requisite qualifications and experience. Any bumping shall not be to a higher salaried position. Employees so affected will be given a two weeks written notice with a copy to the Union.

- 9.2 Employees who are actually laid off shall have recall rights for two years. These employees shall have their names placed on a recall list and shall be recalled to vacancies provided they have the requisite qualifications and experience. Recall shall be by seniority in the bargaining unit.
- 9.3 Any employee who is laid off shall have his/her medical, dental and life insurance premiums paid for by the Employer subject to any co-pay provisions, through the month following the month of layoff. Thereafter, the employee may elect to pay for these coverage's at the employee's expense through the City group rates in accordance with the COBRA provisions then in effect.

ARTICLE 10

RECLASSIFICATION AND/OR UPGRADING

- 10.1 Any request by a person covered by this Agreement regarding a change in the classification of his/her position shall make such a request to the appointing authority. Upon approval of the appointing authority the matter shall then be submitted to the Personnel Director for action by the City Council.
- 10.2 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

- 11.1 The basic work week shall consist of five consecutive eight hour days, and in some cases five consecutive seven hour days.

11.2 The various classes of position are here assigned to a basic work week and a class pay grade in accordance with the following schedule:

CLASS OF POSITION**ADMINISTRATIVE, CLERICAL & FISCAL GROUP**

<u>CLASS OF POSITION</u>	<u>CLASS PAY GRADE</u>	<u>BASIC WORK WEEK</u>
EMA/Executive Assistant	T2	35 Hours

PROFESSIONAL, SUB-PROFESSIONAL, AND INSPECTION GROUP

Housing Inspector	T1	40 Hours
Reference & Adult Services Librarian	T3	35 "
Branch Librarian	T3	35 "
Youth Adolescent Services Librarian	T3	35 "
Engineer Aide	T4	40 "
Water Division Engineering Aide	T5	40 "
Asst. Bldg. Inspector/Asst. Zoning Officer	T5	40 "
Senior Housing Inspector	T7	40 "
Water Division Engineering Technician	T7	40 "
Construction Supervisor	T6	35 "
Radio Technician	T9	40 "
Electrical Inspector	T8	40 "
Chief Children's & Youth Services Librarian	T10	35 "
Chemist/Bacteriologist	T12	40 "
Chief Information and Adult Serv. Librarian	T13	35 "
Grants Accountant	T13	35 "
Managerial Accountant	T14	40 "
City Surveyor	T14	40 "
Civil Engineer	T14	40 "
CADD Engineering Specialist	T14	40 "
Municipal Network Technician	T15	35 "
Wastewater Laboratory Supervisor	T16	40 "
Fiscal Officer	T17	35 "
Collection System Superintendent	T20	40 "
Asst. Water Superintendent	T23	40 "
Senior Civil Engineer	T24	40 "

CLASS OF POSITION

DIVISION HEADS AND SUPERINTENDENTS OF DIVISIONS

<u>CLASS OF POSITION</u>	<u>CLASS PAY GRADE</u>	<u>BASIC WORK WEEK</u>
Parks & Recreation Director	T11	40 "
Chief of Building Inspection Services	T18	40 "
City Planner	T18	35 "
City Assessor	T19	35 "
Deputy Superintendent for Enforcement	T20	40 "
Water Chemist Bacteriologist	T20	40 "
Water Transmission Distribution Supervisor	T20	40 "
Director of Housing & Commercial Development	T21	40 "
Deputy Superintendent for Operations/ Highway Superintendent	T22	40 "

11.3 Pay Grades shall be as appears in Appendix A of this agreement. Exclude 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.

11.4 Flex time shall be permitted with mutual agreement between the employee and the supervisor.

ARTICLE 12

OVERTIME

12.1 Employees who are required to work more than two (2) hours in excess of their regular work week by performing work as described below:

(1) Arriving at work early or continuing work beyond their regularly scheduled ending time to complete required tasks, or

(2) Attendance at a prescheduled meeting after hours, shall receive pay or compensatory time off at the rate of time and one-half for any hours exceeding two (2) per week. The appointing authority shall have the discretion to pay the appropriate amount for the additional work performed or to award compensatory time at an approved time. Division heads performing work as described above shall be paid overtime for time worked in excess of two (2) hours.

12.2 In the event that an employee is called back to work in an emergency situation after leaving work for the day, the employee shall receive a minimum call in time of four (4) hours. Compensation shall be at the rate of time and one half. The appointing authority shall have the discretion to either make payment or to award compensatory time off. Division Heads called in after leaving work for the day and prior to midnight on Monday through Friday shall be compensated at the rate of time and one half for time actually worked. If the employee is on leave status during Monday through Friday and is called in, he shall receive the minimum four (4) hours call in time. All work performed on Sunday shall be compensated at the rate of double time.

12.3 In the event an employee is required to work outside his/her regularly scheduled shift within the pay period for a different division or department, such employee shall receive paid overtime compensation at the rate of one and one half times their regular hourly rate.

12.4 All non-exempt Fair Labor Standards Act employees shall continue to be compensated as is current custom and practice.

ARTICLE 13

WORKING IN A HIGHER CLASSIFICATION

- 13.1 When an employee is required to work three (3) or more days in a higher classification, such employee shall receive the first step that gives the employee an increase.

ARTICLE 14

MEDICAL AND DENTAL INSURANCE

- 14.1 If elected by the member, the City shall provide each employee with single or family healthcare 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 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.

The Dental plan shall include Dental Levels I, II, III, IV subject to the same 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. Any employee desiring a coverage limit for Level IV of \$2,000.00 may obtain said coverage at their own expense for the difference between Level IV \$1,200.00 and Level IV \$2,000.00. Dental Coverage will be eliminated to retirees and their spouses upon attainment of age 65. Eye Care Hardware per employee only \$25.00 nominal fee per year reimbursed upon receipt of a bill.

- 14.2 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.
- 14.3 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

- 15.1 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.

15.2 An employee who suffers an on-the-job injury shall be entitled to return to his or her former position within 24 months from the date of his or her injury. The City may terminate the employment relationship at the end of the 24 months from the date of injury without recourse. During the period of time an employee is absent from his or her job as the result of an on-the-job injury, the City may hire a substitute to fill the vacancy created by the absence of the injured employee. Said substitute employee shall have all the rights, duties, and benefits accorded City employees under the applicable Personnel Rules and Regulations and collective bargaining contract, except that said substitute may be laid off upon the return of the injured employee. Upon such layoff, however, said substitute employee shall have layoff/recall rights as defined and described in the collective bargaining contract between the parties for a period of two (2) years from the date of layoff. Each person hired to substitute for an employee injured on-the-job shall be informed by the City of the temporary status of his or her employment. Said substitute employee shall be notified that his or her employment with the City is temporary and he or she shall not be entitled to paid medical benefits unless the duration of his or her employment exceeds the six (6) months. If the employee exceeds the six (6) months probationary period, he or she is entitled to all rights, duties and benefits accorded to City employees under the applicable Personnel Rules and Regulations and Collective Bargaining Agreement.

ARTICLE 16

LIFE INSURANCE

16.1 The City agrees to pay the cost of group life insurance for all employees covered by this Agreement in the amount of \$75,000.

ARTICLE 17

LEGAL DEFENSE

- 17.1 The City agrees to provide legal defense for and to hold harmless the employees who are defendants in civil litigation arising from their conduct on behalf of the City provided that the conduct of the person is covered under the existing municipal insurance policy.

ARTICLE 18

HOLIDAYS

- 18.1 The following days shall be considered holidays with pay whether or not they are part of the regularly scheduled work week:

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

- 18.2 Holidays which fall on a Saturday shall be celebrated on the last scheduled work day before the holiday.
- 18.3 Whenever any of the preceding listed holidays falls on a Sunday, the following day shall be considered the holiday.
- 18.4 Employees absent and discharging paid leave under the provisions of this Agreement, will be paid for the holiday.
- 18.5 Whenever a holiday falls on an employee's regular work day and the employee is required to work on that day, said employee will be entitled to one day's pay.

ARTICLE 19

VACATIONS

19.1 All permanent employees in full time positions who are covered by this Agreement, and who have six (6) months or more of 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:

<u>Seniority</u>	<u>Vacation</u>
6 months up to 1 year	1 week plus 2 days
1 year up to 5 years	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 days
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	5 weeks plus 2 days

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

Washington's Birthday

Rhode Island Independence Day

19.3 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.

19.4 The distribution of vacation pay shall be on or before the start of the employee's vacation.

19.5 (1) In the event an employee dies, the City shall pay the amount of unused accrued vacation to his or her estate.

(2) In the event an employee retires with more than five years service with an immediate annuity from the R. I. Municipal Employees' Retirement System the City shall pay him or her the amount of unused accrued vacation.

(3) In the event an employee resigns with more than five years service he or she shall be paid according to the following schedule:

-- If the employee resigns between January 1 and June 30, the employee shall be paid 1/2 of unused accrued vacation time.

-- If the employee resigns between July 1 and December 31 the employee shall be paid 100% of any unused accrued vacation time.

(4) If an employee retires or resigns with less than five years service he/she will not be paid for any unused accrued vacation. If an employee is terminated for just cause he/she will not be paid for any unused accrued vacation.

19.6 An employee may carry over from one year to the next, vacation time not to exceed one year's accrual for that employee. If it is mutually agreeable between the employee and the City, such employee may be paid for any unused vacation time at the end of the calendar year.

ARTICLE 20

SICK LEAVE

20.1 Sick leave shall be defined as the absence from duty of any employee due to illness or exposure to contagious diseases. Sick leave with pay shall be accrued to employees at the rate of one working day for each full calendar month of service

and shall accumulate to a maximum of one hundred fifty working days. A physician's statement may be required after three (3) consecutive days of absence due to illness.

- 20.2** Family sick leave of three days will be allowed with a doctor's report and such time shall be deducted from sick leave.
- 20.3** When an employee retires he or she shall receive sixty percent of his or her unused accrued sick leave. In the event an employee dies his or her estate shall receive sixty percent of his or her sick leave.
- 20.4** In the event an employee has accumulated the maximum amount of sick leave of 150 days, then he or she shall receive unused additional sick leave that would have been accrued if there were no maximum according to the following:

For the first five days:	25% per day
For the next five days:	50% per day
For the next five days:	75% per day

This payment shall be at the employee's regular rate of pay and shall be paid no later than the last pay day in July of each year.

For a period of 1 year Effective July 1, 2011 through June 30, 2012, there will not be an excess sick leave payment, and the accrual of sick time shall be capped at 165 days. For purposes of any payment of accrued sick at the time of retirement the cap shall not exceed 150 days

- 20.5** In the event an employee uses no sick leave for one calendar year, a \$250.00 bonus shall be paid.
- 20.6** 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 the period. The abusive sick leave list will be for the duration of three months. If the employee uses no more than one sick day during this period the employee will be removed from this list.

ARTICLE 21

BEREAVEMENT LEAVE

- 21.1** Bereavement leave allowable for death in the family shall be as follows: wife, husband, child, stepchild, mother, father, stepparents, 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 the burial and the day of burial shall be allowed. For sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandmother, grandfather, the day of burial shall be allowed.
- 21.2** Any officer or member of the executive board of the Union shall be allowed time off to attend the funeral service of a member or the member's immediate family. Officers and executive board members shall be allowed time off to attend the funeral services of any officer or executive board member.

ARTICLE 22

PERSONAL DAYS

- 22.1** All employees covered by this Agreement shall receive two (2) personal days per year.

ARTICLE 23

JURY DUTY

- 23.1 Any employee shall be granted a leave of absence for required jury duty or civic duty on behalf of and at the request of the city requiring an appearance before a court or other public body. Said employee will receive full salary and will turn in jury duty pay to the City. Should the employee receive extra stipend as a result of sequestration, said employee may keep this extra stipend.

ARTICLE 24

MILITARY SERVICE

- 24.1 Any employee 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. During this period, for up to a maximum of two (2) weeks, 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 25

LEAVE WITHOUT PAY

- 25.1 Upon written application, a permanent employee may be granted a leave of absence, if approved by the appointing authority not to exceed six months, and subject to one renewal, not to exceed six months, for the reason of personal illness, disability, or for other purposes deemed eligible.

- 25.2 Leave of absence, for reasons other than those above, may be granted with the consent of the appointing authority.
- 25.3 Upon return to work, such employee will be placed in the job held prior to taking leave if the position still exists. Seniority will continue for the first six months for layoff purposes, etc. No other benefits will accrue during this leave of absence.

ARTICLE 26

PENSION

- 26.1 All employees covered by this agreement shall be participants in the Rhode Island Municipal Employees' Retirement System.

ARTICLE 27

UNION ACTIVITIES

- 27.1 The Union shall furnish the City with a written list of its officers immediately after their designation and promptly notify the City of any language change in such officers.
- 27.2 The President, Vice President, Secretary/Treasurer and/or Chief Steward will be allowed a reasonable amount of time during working hours to process grievances to conduct negotiations.
- 27.3 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.
- 27.4 Delegates and Union Officers, up to a maximum of one (1), who are required to attend Union conventions and conferences will be allowed time off with pay not to exceed a total of five (5) days every two (2) years.

ARTICLE 28

CLOTHING ALLOWANCE

- 28.1 A clothing allowance of \$225.00 per 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.

ARTICLE 29

MILEAGE

- 29.1 The City will reimburse employees \$.48.5 per mile for use of personal vehicles during the conduct of city business. Mileage reimbursement shall be reviewed annually and increased or decreased to reflect the allowed federal tax deduction for use of personal vehicle for the conduct of business. In the event the federal tax deduction is abolished, reimbursement shall be \$.29 per mile. Employees will be required to maintain a log of usage in accordance with IRS guidelines.

ARTICLE 30

LONGEVITY

- 30.1 Each employee covered by this Agreement shall be entitled to longevity payments after he or she has served as a City employee for a period of five years from the date of appointment. Payment of longevity shall be in accordance with the following schedule. Any employee entitled to longevity payments shall be paid the same in one 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.

30.2 Any employee so entitled will be paid the same as above provided according to the following schedule:

Commencing from employment to and including fourth year 0 percent of base pay.

Fifth year to ninth year	4.5 percent of salary
Tenth to fourteenth year	5.0 percent of salary
Fifteenth to nineteenth year	5.5 percent of salary
Twentieth to twenty fourth year	6.0 percent of salary
Twenty-fifth year and over	6.5 percent of salary

Effective July 1, 2010, longevity schedule for all new hires shall be as follows:

Fifth year to ninth year	3.0 percent of salary
Tenth to fourteenth year	3.5 percent of salary
Fifteenth to nineteenth year	4.0 percent of salary
Twentieth to twenty fourth year	4.5 percent of salary
Twenty-fifth year and over	5.0 percent of salary

30.3 The provisions of this Article 30 shall not apply to any employee hired on or after the date of execution of this Agreement.

ARTICLE 31

NO STRIKES OR LOCKOUTS

31.1 The Union and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the City lockout its employees during the life of this Agreement.

ARTICLE 32

ALTERATION OF AGREEMENT

32.1 It is understood that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing.

- 32.2 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 33

SEVERABILITY

- 33.1 In the event that any article, section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction, then such article, section or portion specified in such tribunal decision shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. In such an event, either party shall have the right immediately to reopen negotiations solely with respect to a substitute for such article, section or portion.

ARTICLE 34

MISCELLANEOUS

- 34.1 **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.
- 34.2 The City shall pay for any courses resulting from any local, State or Federal regulations requiring upgrading to maintain or obtain licenses, certifications, or the like or additional courses for any member of the bargaining unit and tuition reimbursements for his/her current position.

- 34.3 The City agrees to pay required yearly license fees for members of the bargaining unit as necessary for the performance of the job in his/her current position.
- 34.4 The City agrees to supply safety equipment and special protective clothing for employees whose jobs require such clothing and equipment.
- 34.5 Wastewater Treatment Plant employees and the outside sewer crew shall have an annual physical examination and necessary inoculations as determined by the State Board of Health which will be paid 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.
- 34.6 The City will pay membership to Narragansett Water Pollution Association for wastewater maintenance and operators.
- 34.7 Employees holding Wastewater Operator, Drinking Water Operator, and Drinking Water Distribution Operator licenses issued by the State of Rhode Island or equivalent shall receive bonuses as follows:
- | | |
|-----------|------------------|
| Grade I | \$11.00 per week |
| Grade II | \$15.00 per week |
| Grade III | \$19.00 per week |
| Grade IV | \$23.00 per week |
- 34.8 No one outside 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.
- 34.9 Employees who hold a mosquito abatement license shall receive a \$15.00 per week premium. A maximum of two (2) employees shall be entitled to this benefit.

ARTICLE 35

CHILDBIRTH AND ADOPTION LEAVE

35.1 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 36

DISCIPLINARY ACTION

- 36.1 Disciplinary action may be imposed upon an employee for just cause only.
- 36.2 When any disciplinary action is to be taken against any employee, the employee and the Union shall be notified before such action is taken, in writing of the specific reasons for such action.
- 36.3 The parties agree to the concept of progressive discipline. In general, depending on the severity of the violation, the following progressive discipline will be followed:
- (1) Oral reprimand. Reduced to writing and kept for one year in employee's file.
 - (2) Written reprimand. Kept in employee's file for two years..
 - (3) Suspension. Record kept in employee's file for three years.
 - (4) Discharge.

ARTICLE 37

MANAGEMENT RIGHTS

37.1 It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement.

These rights include, but are not limited to:

- a. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- b. To plan, direct, control and determine the operations or services to be conducted by employees of the City;
- c. To determine the methods, means, number of personnel needed to carry out the City's mission;
- d. To direct the working forces;
- e. To hire and assign or to transfer employees within the City;
- f. To promote, suspend, discipline or discharge for just cause;
- g. To layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
- h. To make, publish and enforce rules and regulations;
- i. To introduce new or improved methods, equipment or facilities;
- j. To contract out for goods and services that will not cause bargaining unit work to be done by non-bargaining unit persons;
- k. To take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency as may be declared by the Mayor and the City Council; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

The Mayor and the City Council have the sole authority to determine the purpose and mission of the City and the amount of budget to be adopted thereto.

ARTICLE 38

TDI

38.1 Effective 7-01-10 all employees covered by this agreement will be covered by Rhode Island Temporary Disability Insurance. The costs of such insurance shall be borne solely by the employee and deducted through payroll if so elected by the employee.

ARTICLE 39

PEOPLE DEDUCTION

39.1 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 40

DURATION

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

ARTICLE 41

RATIFICATION

- 41.1 All memorandums of agreement must be signed by the Union and by the Mayor, who must forward a copy of the Agreement to the City Council prior to the next City Council meeting. If the City Council has retained the right to ratify the existing contract, then the Mayor and the City Council must sign a Memorandum of Agreement before it takes effect.

In witness whereof, the parties have hereunto set their hands this

7th day of April 2014.

FOR RI COUNCIL 94
AFSCME, AFL-CIO
LOCAL 3851

Arnold E. Buitt
Walter DeThorne
Janet Smith
Robert Lee
John Brown

Date: 4/7/14

FOR THE CITY OF
WOONSOCKET RI

Lisa Baldelli-Hunt, Mayor
Kline Dulles
WBC Chairperson

Date: 04.08.14

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.

00008894-FINAL.DOC

EFFECTIVE JULY 1, 2013

APPENDIX A

100/80 500 Coinsurance Plan

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

continued

What's Covered		What You Pay
Urgent Care Center		\$30 per visit in network \$30 per visit out of network
Durable Medical Equipment		20% per occurrence after deductible in network 20% per occurrence after deductible out of network
Physical/Occupational Therapy (limit 30 visits per year)		20% per visit after deductible in network 20% per visit after deductible out of network
<ul style="list-style-type: none"> Physical therapy Occupational therapy Speech therapy 		
Prescription Drugs		\$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

- Preventive education
- Diabetes education
- Nutritional counseling
- Smoking cessation counseling

In network:

Outpatient services

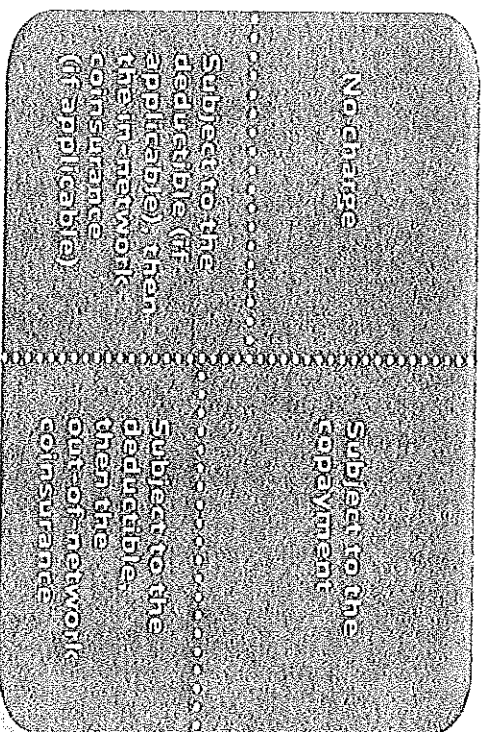
- Medical/surgical care
- High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)

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 PROFESSIONAL AND
TECHNICAL EMPLOYEES, LOCAL 3851**

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 Professional and Technical Employees, Local 3851 (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 City's water treatment plant (hereafter, the "Water Plant"), through which the private contractor(s) will operate the management, the treatment plant operations, and the maintenance of the Water Plant. 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 thirty (30) days after such displacement, the employee shall have the rights provided by Article 9 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 (1) week of pay for every three (3) years of continuous service to the City OR three (3) 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. The City has the ability to amend such job descriptions from time to time after providing notice and discussing said changes with the Union.

For the City of Woonsocket

For AFSCME, Council 94 / Local 3851

Lisa Baldelli-Hunt
Mayor

Alma Hulse
Chairperson, WBC

Date: 04.08.14

John Burns
Staff Representative

Arnold E. Bunt
President, Local 3851

Walter DeThorne

Janet Smith
R. H. W.

Date: 4/7/14