

**CONTRACT BETWEEN
R.I. COUNCIL 94, AFSCME, AFL-CIO LOCAL 1012**

AND

**THE CITY OF PAWTUCKET, RHODE ISLAND
JULY 1, 2017-JUNE 30, 2020**

**IN FINANCE COMMITTEE
COMMITTEE RECOMMENDS RATIFICATION**

7/11/2018


CHAIR

IN CITY COUNCIL

7/11/2018

RATIFIED ON A ROLL CALL VOTE, AS FOLLOWS:

AYES 7 NOES 0


CLERK

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AGREEMENT

This Agreement entered into between the City of Pawtucket, Rhode Island, hereinafter referred to as the "Employer" and Rhode Island Council 94, of the American Federation of State, County and Municipal Employees, AFL-CIO, on behalf of the City of Pawtucket Municipal Employees, hereinafter referred to as the "Union", and Local 1012.

PURPOSE

It is the purpose of this agreement to encourage and promote a harmonious and cooperative relationship between the City and its employees by providing for procedures which will facilitate free and frequent communications between the City and the employees of the City of Pawtucket.

ARTICLE I RECOGNITION

1.1 The City of Pawtucket its successors and assigns recognizes the Union as the sole and exclusive collective bargaining representative for those employees in the defined bargaining unit for the purposes of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment.

1.2 The bargaining unit consists of all City of Pawtucket municipal employees as defined in the Rhode Island Labor Relations Board Case No. EE 1748, except those excluded under Chapter 9.4-2 of Title 28 of the General Laws of the State of Rhode Island as amended.

ARTICLE 2 NON-DISCRIMINATION

2.1 The provisions of this agreement shall apply equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, sexual orientation, sexual preference, gender identity, or any other prohibited basis of discrimination.

The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

2.2 The City agrees that it will not discriminate against, intimidate or coerce any employee on account of his Union membership or on account of his legitimate activities on behalf of the Union, nor shall the City discriminate against, intimidate or coerce any employee exercising his rights to bargain collectively through the Union.

2.3 It is the intent of the parties to conform to the provisions of the American with Disabilities Act of 1990. It is the intent of the parties to conform with the Family Medical Leave Act of 1993 subject to the terms of the Agreement.

ARTICLE 3
UNION SECURITY

3.1 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 membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

3.2 The Employer agrees to the continuance of 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 (31) days, made to the order of Rhode Island Council 94, AFSCME, and accompanied by a list of employees paid.

3.3 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 service charge as a contribution towards the administration of this agreement in an amount equal to the regular monthly dues.

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. The parties agree that the Employer shall have the unquestioned right to discharge probationary employees and such employees shall not have recourse to the grievance procedure. The parties also recognize that the above mentioned probationary period shall be six (6) months employment with the City.

3.4 Any employee who wishes to withdraw from the Union may do so within one (1) week prior to the termination of this agreement.

3.5 The employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization, or with any individual, so long as the Union is the bargaining representative.

3.6 Local 1012, AFSCME, hereby agrees to indemnify the City and hold it harmless from any and all claims, demands, and the cost of litigation for any action arising from the Service Fee-Agency Shop provisions of this article.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 Except to the extent that there is contained in this Agreement express and specific terms and provisions to the contrary, or a duly established past practice in the City, all authority, power, rights, jurisdiction, and responsibilities for the management of the City are retained and reserved exclusively to the City.

The rights reserved to the City include, but are not limited to, the right to determine the overall budget and mission of the City; to maintain the efficiency and effectiveness of operations; to determine the services to be rendered and the operations to be performed; to direct and supervise and layoff employees; to suspend, discharge or otherwise discipline employees for just cause; and issue rules and regulations for the conduct of the City.

ARTICLE 5
HOURS OF WORK

The starting and quitting time of all employees covered by this contract are as follows:

5.1 PUBLIC WORKS DEPARTMENT

All Public Works Departments	7:00 am – 3:30 pm (with the exceptions listed below)
Director’s Office	8:30 am – 4:30 pm (35-hour employees) 7:30 am – 4:30 pm (40-hour employees)
Engineering Division	8:30 am – 4:30 pm
Highway Night Watchperson	4:00 pm – 2:00 am (Monday, Tuesday, Wednesday, Thursday)
Weekend Watch Ice Control Person	
Friday	4:00 pm – 12:00 am
Saturday	8:00 am – 12:00 am
Sunday	8:00 am – 12:00 am
Winter Watch	Eight (8) hour shift between 12:00 a.m. to 8:00 a.m. (40-hour employees) for two (2) Department of Public Works employees or two volunteers (i.e., Driver, Laborer, and/or Operator), in January and February, or as needed for operational effectiveness)
City Hall Maintenance (1st shift)	6:00 am – 2:30 pm
City Hall Maintenance (2nd shift)	2:00 pm – 10:00 pm
Senior Center Maintenance	7:30 am – 4:30 pm 1 hr lunch
Daggett Farm Attendant (weekends)	8:00 am – 5:00 pm (Saturday and Sunday)

5.2 RECREATION

Office Staff	8:30 am – 4:30 pm
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5.3 CITY HALL

8:30 am – 4:30 pm - One (1) hour for lunch

Zoning and Code Enforcement Division
Housing Standards Division
Finance Director's office
Accounting Division
Collections and Disbursements Division
Data Processing Division
Purchasing Division
Tax Assessing Division
Office of the Municipal Court
City Clerk's Offices
Planning Department
Board of Canvassers

5.4 WATER DEPARTMENT

Customer Service Rep. & Agent	7:30 am – 4:00 pm ½ hr lunch
Cross Connection Control Technician	7:30 am – 4:00 pm ½ hr lunch
Water Meter Reader Service Person	7:30 am – 4:00 pm ½ hr lunch
Water Meter Service Technician	7:30 am – 4:00 pm ½ hr lunch
Finance Administrative Assistant	7:30 am – 4:00 pm ½ hr lunch
WSB Stock Clerk	7:00 am – 3:30 pm ½ hr lunch
Building Maintenance Custodian	6:00 am – 2:30 pm ½ hr lunch
Engineering Intern	7:30 am – 4:00 pm ½ hr lunch
Jr Project Engineer	7:30 am – 4:00 pm ½ hr lunch
Water Project Engineer	7:30 am – 4:00 pm ½ hr lunch
Fleet Maintenance Mechanic	7:00 am – 3:30 pm ½ hr lunch
Crew Leader	7:00 am – 3:30 pm ½ hr lunch
Utility Worker	7:00 am – 3:30 pm ½ hr lunch
Equipment Operator	7:00 am – 3:30 pm ½ hr lunch