

## **AGREEMENT**

This Agreement is entered into this 1st day of November, 2006 by and between the City of East Providence, hereinafter referred to as the "City" and the United Steelworkers of America, AFL-CIO-CLC on behalf of Local 15509A hereinafter referred to as the "Union".

### **WITNESSETH:**

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

### **PURPOSE**

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the City and employees covered hereby and to protect the safety and welfare of said employees. In order to insure true collective bargaining and to establish proper standards of wages, rates of pay, hours, working conditions and other conditions of employment, the City pledges considerate and courteous treatment of the employees covered by this Agreement and said employees, in turn, pledge their loyal and efficient service to the City. It is the continuing policy of the City and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex, age, or disability. The representatives of the Union and the City in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

## **ARTICLE I**

### **1.01 RECOGNITION**

The City of East Providence hereby recognizes Local Union 15509A United Steelworkers of America as the exclusive bargaining agent for all employees as specified in the State Labor Relations Board certification, Case #EE-1976 as amended with respect to rates of pay, wages, hours of

employment and other conditions of employment.

## **ARTICLE II**

### **2.01 MANAGEMENT RIGHTS**

The Union agrees that the City has responsibility for the policies and administration of all departments covered by this agreement which shall be subject to this agreement and which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this Agreement is in the province of the City. The City hereby retains and reserves unto itself all right, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of Rhode Island and/or the United States of America. The exercise of any such right, power, authority, duty, or responsibility by the City and the adoption of such rules, regulations and policies as it may deem necessary and as they apply to employees represented by the Union shall be limited only by specific and express terms of this Agreement.

## **ARTICLE III**

### **3.01 SCOPE OF AGREEMENT**

The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right; and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the

knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

#### **ARTICLE IV**

##### **4.01 NON-DISCRIMINATION**

The City of East Providence agrees not to discharge or discriminate in any way against employees for membership in the United Steelworkers of America, AFL-CIO-CLC, Local 15509A or for participation in its activities.

It is the continuing policy of the City and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex, age, or disability. The representatives of the Union and the City in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

In conformance with the Americans with Disabilities Act, the Union agrees to cooperate with the City in making reasonable accommodations to the known and documented physical or mental limitations of otherwise qualified applicants or employees with a disability unless the accommodation would cause an undue hardship on the operation of the City. Reasonable accommodation is any change in the work environment, work schedule, work assignments or in the way things are usually done that results in an equal employment opportunity for an individual with a disability.

#### **ARTICLE V**

##### **5.01 UNION DUES**

The City of East Providence agrees to deduct from the wages of Union members, in accordance with the express terms of a signed individual authorization to do so, the monthly membership dues of Local 15509A and the one-time initiation fee uniformly charged all members.

Such deductions shall be biweekly and shall be forwarded monthly to the International Treasurer, United Steelworkers of America, P.O. Box 400041, Pittsburgh, Pennsylvania 15268-0041.

A checkoff list shall accompany the deductions setting forth the name and amount of dues deducted, and a copy of said list shall be forwarded to the United Steelworkers of America, District Four, 100 Medway Road, Suite 403, Milford, MA 01757 and the Treasurer of the Local.

Probationary employees shall not become members of the Union until they have completed their probationary period and become permanent City employees. Dues deductions shall start on the pay date for the first complete payroll period after employees have become permanent. The City agrees to notify the Union when a probationary employee becomes permanent.

After October 31, 1988, all new employees shall be required to pay to the Union an amount equal to the regular Union dues during their probationary period for the cost of negotiations with the City and for representative services performed by the Union. Such payments shall commence on the pay date for the first payroll period following the employee's date of hire. However, it is understood that this clause in no way allows the Union to represent new employees on probationary status with regard to discharge or disciplinary actions.

#### **5.02 AGENCY FEE**

After the effective date of this Agreement, all present and future permanent employees who are eligible for membership in the Union but elect not to belong shall be required to pay to the Union an amount not to exceed the regular Union dues to compensate the Union for the cost of negotiations with the City and other representative services performed by the Union. Such payments shall commence on the pay date for the first payroll period following the effective date of this Agreement.

#### **5.03 INDEMNIFICATION OF PAYROLL DEDUCTIONS**

The Union agrees to indemnify the City and hold it harmless from any and all claims,

liabilities or costs of the City which arise out of the payroll deductions of Union dues, assessments and Agency Shop fees.

## **ARTICLE VI**

### **6.01 SENIORITY**

Seniority shall be defined as uninterrupted length of service with the City from an employee's most recent date of hire. When two or more employees have the same date of hire, they will be placed on the seniority list according to their final score on the certified list. The City shall maintain seniority lists which shall be revised and updated annually.

### **6.02 SENIORITY POINTS FOR PROMOTIONS**

Members of the Local 15509A and 15509 shall be granted one quarter (1/4) point for each complete year of City service prior to the application deadline up to a maximum of five (5) points towards their final score for a promotional position within the bargaining unit. The seniority points shall be added only to the ratings of the examinees who receive at least a minimum rating.

Only members of 15509A and 15509 who have completed their original probationary period at the time of the application deadline shall be allowed to take promotional examinations.

### **6.03 SENIORITY REGARDING LAYOFFS**

In the event it shall become necessary for any reason to layoff members of Local 15509A, such layoffs shall be on the basis of seniority within the job classification. The least senior employee in the classification in which the reduction occurs shall be subject to layoff first. Seniority shall accrue during such layoff. If the need for layoff is over, the employees shall be returned to work in order of their seniority in the job classification in which the recall takes place. This recall provision shall apply for a period of one year from the date of layoff.

No layoffs shall take place without the City having first discussed the same with the Union

with a view toward minimizing the number of employees to be laid off or toward taking such action as may be possible to avoid the layoff of any employee provided, however, that the City's obligation under this paragraph shall be limited to notification and discussion and that its decision shall not be subject to the grievance procedure or other appeal.

**ARTICLE VII**

**7.01 HOLIDAYS**

Authorized holidays for all employees shall be:

New Year's Eve	1/2 Day
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Good Friday	1/2 Day
Memorial Day	Last Monday in May
Independence Day	July 4
Victory Day	2nd Monday in August
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Election Day	1st Tuesday after 1st Monday in November in each even numbered year
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Eve	1/2 Day
Christmas Day	December 25

(A) When any authorized holiday falls on Sunday, the following business day shall be considered the holiday. When any authorized holiday falls on a Saturday, an alternate holiday shall be determined at the discretion of the City Manager.

(B) All classified employees shall receive a normal day's pay on authorized holidays; and in the event that any employee is required to work on any authorized holiday, such employee shall receive, in addition to his regular or normal day's pay, time and one half for all hours worked on such

holiday.

(C) In order to be eligible for holiday pay, employees must not be on sick leave without pay or a leave of absence without pay immediately preceding the holiday. Any permanent classified employee in a full-time position working less than full time shall receive holiday leave in proportion to the hours actually worked.

**7.02 VACATION**

(A) Permanent classified members of the bargaining unit shall accrue vacation leave on a calendar year basis as follows:

A member hired before July 1 in any calendar year will accrue ten (10) working days vacation which can be taken in the following calendar year.

A member hired on or after July 1 in any calendar year will accrue five (5) working days vacation which can be taken in the following calendar year.

Subsequently an employee completing a year of service will earn vacation in accordance with the following schedule:

YEARS OF SERVICE	WEEKS OF VACATION
1 year	2 weeks
3 years	3 weeks
10 years	4 weeks
15 years	5 weeks

(B) Vacation leave earned or accrued in one calendar year will be taken in the following calendar year.

(C) Employees shall indicate their choice of vacation periods to the appropriate Department or Division Head in accordance with schedules established by the Department or Division Head. In any case, no request shall be made later than five (5) days prior to the beginning date of the request.

(D) Whenever a paid holiday falls during the vacation of a member, the employee shall

receive an additional day off with pay as part of his/her vacation. Vacation leave shall not accrue while a member is on sick leave without pay or on a leave of absence without pay. Any permanent classified employee in a full-time position working less than full time shall accrue and/or receive vacation leave in proportion to the hours actually worked.

(E) No vacation shall be granted or accrued during the original probationary period. If a permanent appointment is received, vacation leave credit shall be allowed for service during the probationary period.

(F) Permanent employees who are separated from employment in good standing shall be paid the salary equivalent to any accrued vacation leave they may have to their credit.

(G) Vacation days not used by the end of the calendar year may be transferred to the employee's sick leave balance.

### **7.03 PERSONAL LEAVE**

Personal leave days may be drawn by written application stating the time of such requested leave and approved in advance by the City.

All permanent classified members of the bargaining unit shall earn three (3) personal leave days per City fiscal year. Personal leave days are not earned by and cannot be taken by employees on probationary status. Personal leave days cannot be accrued from year to year and must be used in the City fiscal year in which they were earned. Personal leave days shall not be taken in a manner to extend a vacation or a holiday unless explicit permission to do so is obtained from the City Manager. Personal leave days must be taken in no less than one half (1/2) day at a time.

Members will be reimbursed on an annual basis for unused personal days up to a maximum of two (2) days. These personal leave days cannot be accrued and must be applied in the City fiscal year in which they were earned.

If an employee resigns, retires or is terminated in the first six (6) months of a fiscal year, that employee shall be entitled to only one personal leave day in that fiscal year. If the employee has already taken two personal leave days, the value of the second day will be deducted from the employee's final paycheck.

If an employee is on probation on October 31, the last day of the fiscal year, then he/she would receive no personal leave in that fiscal year.

If an employee ends their six (6) months probation before May 1, then he/she would receive two (2) personal leave days for that fiscal year.

If an employee ends his/her six (6) months probation on or after May 1, then he/she would receive one (1) personal leave day for the fiscal year.

#### **7.04 SICK LEAVE**

(A) Members of the bargaining unit shall earn sick leave on a City fiscal year basis at the rate of 4.04 hours per pay period, 105 hours per year for 35 hour employees and at the rate of 4.33 hours per pay period, 112 hours per year for 37.5 hour employees. There shall be no maximum limit to the amount of sick leave which may be accrued. Sick leave must be earned before it can be granted.

(B) Upon retirement only, a member of the bargaining unit shall receive payment for fifty (50%) percent of his/her accrued sick leave but such payment shall not exceed a total of Fifteen Thousand (\$15,000.00) Dollars. Retirement, as it applies to Section 7.04 (B) Sick Leave, will be understood as eligibility and application for a pension in the Municipal Employees' Retirement System of the State of Rhode Island.

Any sick leave in excess of ten (10) days in the last twenty-four (24) months prior to retirement shall be deducted from the sick leave payment on a day-for-day basis (the value of the day being equal to one fifth of the weekly salary). Additional time may be granted at the discretion of

the City Manager without deduction in cases of major illness.

(C) Sick leave shall not accrue while a member is on sick leave without pay or on a leave of absence without pay. Any permanent classified employee in a full-time position working less than full time shall accrue and/or receive sick leave in proportion to the hours actually worked.

(D) Sick leave will be granted for absence from duty because of actual personal illness, non-compensable bodily injury or disease not connected with City employment. As of November 1, 1995 sick leave may also be used for a maximum of four (4) days per fiscal year for personal reasons. It may also be granted for a maximum of 21 hours (35 hour workweek personnel) or 22.5 hours (37.5 hour workweek personnel) in any one (1) year for illness in the household provided the sickness or disability involving a member of their immediate family requires the employee's personal care and attendance and that requiring the employee to report for work would cause a hardship on the member of the immediate family suffering from the illness or disability.

The term "immediate family" for the purpose of this paragraph shall be defined to include father, mother, husband, wife, child, brother, and sister of member, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, and grandchild related by either blood or marriage to the employee.

(E) Holidays and regular days off shall not be counted in computing sick leave taken.

(F) Whenever an employee finds it necessary to be absent for any reason specified in (D) above, he/she shall cause the facts to be reported to his/her Department Head or immediate superior within two (2) hours after the time set for the beginning of his/her daily duties except where a relief employee is required, such notification must be made before the hour to report to work.

(G) In all cases where sick leave exceeds twenty-one (21) working hours, the Department Head may require the employee to file a physician's certificate indicating the nature and probable

duration of the illness.

(H) In those cases where chronic absenteeism is occurring or where the Department Head has reason to believe a member is abusing the sick leave privilege, the member shall be given a written warning. If the abuse continues, the City may require a doctor's certificate for each absence. Additional disciplinary action as provided for in the Personnel Ordinance may also be imposed.

(I) All absences shall be charged hour for hour for the actual absence. The minimum time to be charged shall be two (2) hours. Absences of less than two (2) hours shall be charged as the minimum.

(J) Major Illness Sick Leave Plan. This Major Illness Sick Leave Plan is established solely for employees who have a major illness which requires the use of sick leave beyond the amount of accumulated sick leave and vacation leave held by said employee.

Approval of an employee for use of such major illness sick leave within the guidelines of this article will be determined by a committee of three (3) which will be appointed by the President of the Local Union.

It is to be understood that this Major Illness Sick Leave Plan will commence only after the employee's individually accumulated sick leave and vacation leave have been exhausted.

Any permanent employee may transfer within any twelve (12) month period up to five (5) days of his or her accumulated sick leave credits to a fellow employee in the event the latter employee is absent due to a major illness and has used up all of his/her accumulated sick leave and vacation leave credits.

The maximum time limit under which an employee can be covered by others sick leave shall be sixty (60) work days.

#### **7.05 BEREAVEMENT LEAVE**

In the event a death occurs in the immediate family of a member of the bargaining unit, the City of East Providence agrees to pay such member for time lost from work as needed not to exceed a period of three (3) days in the case of each such death. The term "immediate family" shall be defined to include father, mother, spouse, children, brother and sister of member, mother-in-law, father-in-law, grandmother, grandfather, sister-in-law, brother-in-law, and grandchildren. In the event of death of an aunt or uncle, niece or nephew, one (1) day of such leave with pay may be granted for the purpose of attending funeral services. Bereavement leave will be increased to four (4) days for spouse, mother, father, child, sister, and brother only.

#### **7.06 JURY DUTY**

Regular full-time employees shall be granted leave of absence for required jury, grand jury and similar civic duty requiring appearances before a court or other public body. Such employees shall receive that portion of their regular salary which will together with their jury pay equal their total salary for the same period. However, it is agreed that travel mileage, reasonable parking and lunch costs while on jury duty shall not be considered part of jury pay; and therefore, will be deducted from the total jury pay upon presentation of receipts. No reimbursement will be eligible or made without receipts. Each day's reimbursement shall not exceed the total jury rate of Fifteen (\$15.00) Dollars nor shall the total reimbursement exceed the total jury pay. If the amount of money and the receipts turned in by the employee do not total the jury check amount, the difference will be deducted from the employee's biweekly payroll check. Travel mileage will be paid at the rate of 20 cents per mile from place of work to the courthouse. Appearance as a witness in personal, civil or criminal cases or matters which are not job related shall not be covered by this article.

### **7.07 MILITARY DUTY**

Any regular full-time employee who may be a member of the standby reserve or ready reserve of any branch of the armed forces and who may be required to perform military duties for a period of fifteen (15) days or less in any one (1) fiscal year at any time while so employed by the City shall receive the difference between his/her regular salary paid by the City and the compensation paid by either the State or Federal Government during the performance of his/her military service in any one fiscal year. However, if any employee is called to regular duty in the armed forces of the United States, he/she shall be given a leave of absence by the City in accordance with applicable State and Federal law and the provisions of this clause relative to the difference in earnings shall not apply.

### **7.08 LEAVE OF ABSENCE**

The City may grant a regular employee leave of absence without pay for a period not to exceed one (1) year. No leave without pay shall be granted except upon written request of the employee; and whenever granted, such leave shall be in writing and signed by the designated representative of the City. Upon expiration of a regularly approved leave without pay, the employee shall return to work in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation. Using a leave of absence to try out other employment will be grounds for dismissal from City service.

## **ARTICLE VIII**

### **8.01 HOURS**

The normal workweek shall consist of five (5) consecutive days, Monday through Friday, inclusive, except for employees in the Library Department and Public Buildings Division. All

employees will work a 35 hour week except Building Custodians who will work a 37.5 hour week. It is understood and mutually agreed that, because of the operative needs of the Library Department, Public Buildings Division, and Municipal Court other schedules or workweeks are necessary outside the normal workweek as defined; and these shall not be limited by the foregoing language.

## **ARTICLE IX**

### **9.01 OVERTIME**

Time and one half shall be paid for all hours worked in excess of seven (7) hours in any one (1) day for employees whose normal workweek is thirty five (35) hours, and in excess of seven and one half (7.5) hours for all employees whose normal workweek is thirty seven and one half (37.5) hours. In the event of overtime worked, employees will be allowed to take compensatory time off at time and one half or receive time and one half pay at the election of the employee.

### **9.02 CALLBACK PAY**

Custodians called back to work overtime will receive a minimum of four (4) hours pay at time and one half. Custodians required to come in on Sundays for the purpose of shoveling snow will be paid double time.

### **9.03 LIBRARY SCHEDULE**

Regular permanent employees of Local 15509A who work on Sundays in the library shall be compensated at the rate of time and one half. The Sunday schedule would first be attempted to be filled whenever possible by volunteers or by regular part-time or outside part-time help. If this cannot be accomplished, seniority shall be the determining factor.

## **ARTICLE X**

### **10.01 HEALTH COVERAGE**

All regular employees covered by this Agreement shall be entitled to receive Blue Cross

Healthmate Coast-to-Coast family coverage, if necessary, including a Student to Age 25 Rider, and a Chiropractic rider. Medical office visits (\$15.00) co-pay, emergency room visits (\$50.00) co-pay and a prescription drug plan with a 20% co-pay for generic drugs, a 25% co-pay for brand name drugs, and a 30% co-pay for preferred drugs. Both parties recognize that the rapidly changing health care delivery system may mean further changes in the future, but the city will provide an equivalent health care plan upon mutual agreement of the parties.

Employees retiring after July 1, 1987 shall receive health insurance coverage until they are eligible for Medicare or Medicaid, provided that members retiring at age 62 or older shall receive coverage for three (3) years. If an employee receives comparable health insurance himself or under a policy held by a spouse, then the City of East Providence shall not be required to purchase health insurance coverage for the retired employee.

If the retired employee or his spouse loses equivalent insurance, as provided above, the City will reinstate City coverage until such equivalent insurance is secured or until the retired employee is eligible for Medicare or Medicaid.

The members of United Steelworkers of America Local 15509A are in agreement to a co-share in the health care premium for the health care coverage provided by the City in the following amounts:

Effective November 1, 2006, the health insurance premium co-pay will increase to \$12.00 per week on a pre-tax basis.

Effective November 1, 2007, the health insurance premium co-pay will increase to \$13.00 per week on a pre-tax basis.

Effective November 1, 2008, the health insurance premium co-pay will increase to \$14.00 per week on a pre-tax basis.

### **10.02 DUPLICATE COVERAGE**

When a member of the bargaining unit and a spouse are both employees of the City of East Providence, then the City of East Providence need not buy both spouses health coverage or dental coverage but the City shall provide the member and his/her spouse with the plan for the best coverage for the spouses so employed. In the event the spouse employed with the coverage shall retire, resign or be terminated for any reason, then the other spouse without the coverage shall be immediately granted the coverage of his or her unit without any waiting period. In the event the spouse without the coverage shall receive a better plan than the other spouse during the course of any negotiations, the City shall immediately implement the better of the two plans in conformance with the spirit of this section.

### **10.03 ON-THE-JOB INJURY COVERAGE**

(A) Any employee who in the performance of assigned duties is injured or contracts an occupational illness or contagious disease shall be placed on injured-on-duty leave. There shall be no disciplinary action taken by the City against any such employee by reason of such injury and/or illness or exposure except where the employee violates specific oral or written instructions. Such illness or injury must be reported to the employee's supervisor and the employee must present a doctor's certificate substantiating that injury or illness if they lose time from work because of it. The City retains the right to verify the reason for the absence by contacting the employee's physician or referring the employee to a physician appointed by the City. The Union shall have the right to a copy of such report. In the event that the employee's physician and the physician appointed by the City do not agree on the nature or extent of the job-related injury or illness and/or duration of said injury or illness and cannot agree as to whether or not the employee is physically fit to return to their

job or light duty, then an impartial physician shall be appointed from the list. The impartial list shall be established by the Union and the City at the beginning of the contract. There shall be a minimum of six (6) physicians on the list who shall be used on a rotating basis. Replacements shall be added, as necessary. However, if a specific specialist is needed, said specialist shall be deemed next on the list. The impartial physician's findings and recommendations shall be binding on both parties. The fees and expenses of the impartial physician shall be borne by the City. No employee shall be returned to work, including light duty, unless the employee is released by his/her physician or the impartial physician to perform such work.

(B) With respect to paragraph (A) above, such lost time shall not be chargeable against accrued sick leave. Effective October 1, 1993, employees on injured-on-duty status shall have their pay computed on ninety (90%) percent of the regular stated salary schedule for their position and step but shall receive one hundred (100%) percent credit of the stated salary schedule for retirement purposes. The City agrees to pay for all medical expenses arising from such injury and/or illness/or exposure provided, however, that in cases where the employee is participating as a member in the Municipal Employees Retirement System of the State of Rhode Island and by reason of such membership is entitled to and qualifies for retirement in accordance with the provisions of Title 45, Chapter 21, Sections 21 and 22, or if not eligible under these sections, due to age only, the employee will then apply under Section 17-20 of the General Laws of Rhode Island, 1956, as amended, then the obligation of the City shall cease on the effective date of such retirement. In any event, employees must make application for retirement within thirty (30) calendar days from when it is determined by their physician or the impartial physician that they can no longer perform the duties of their job.

(C) It is understood and agreed that employees injured on the job shall first use their health

coverage to cover medical bills arising from any on-the-job injury, and any excess cost shall be paid by the City of East Providence.

## **ARTICLE XI**

### **11.01 DENTAL COVERAGE**

The City shall provide and pay for dental coverage through Level IV, family coverage with a Student to Age 25 Rider. All single employees without dependents shall be entitled to individual coverage. During the term of this Agreement, the City may provide, after obtaining agreement from Local 15509A, alternate dental care coverage and service that is equivalent to that provided under this Agreement.

## **ARTICLE XII**

### **12.01 LIFE INSURANCE**

All active employees who are members of Local 15509A shall be provided \$40,000 of Group Life Insurance while active, which shall reduce to \$7,500 (paid for by the City) for employees retiring on or after November 1, 1996, unless they elect to carry the amount in effect on the date they retire. In that event, they shall reimburse the City at an individual rate determined by the insurance company based upon the retiree's age and sex. All employees retiring between October 1, 1996 and October 31, 1996 shall be given the option of receiving \$7,500 of insurance, which shall be paid for by the City, or reimbursing the City at the "City Group Rate" for \$40,000 of coverage.

Former employees who are retired with an amount of Group Life Insurance in excess of \$20,000 shall be afforded the opportunity for a 30 day period to elect the City paid \$7,500 Group Life Policy, or choose to remain with their present coverage and reimburse the City at the "City Group Rate."

Insurance for active employees terminates on the last day of the month in which the

employee terminates employment. Employees are responsible to contact the Personnel Office, in writing, at least two (2) weeks prior to separation from the City to select either option for insurance coverage after retirement.

The City's obligation, with regard to life insurance, is limited solely to the payment of its cost of the insurance program; and employees and their dependents and beneficiaries shall be entitled to benefits only in accordance with and governed by the terms and conditions of the insurance policy issued to provide such benefits. Neither the City nor the Union shall themselves be obligated to pay any insurance benefits provided for in this section directly to the employees or their dependents or beneficiaries.

### **ARTICLE XIII**

#### **13.01 WAGES**

There will be a re-opener for wages only for contract years beginning November 1, 2006; November 1, 2007; and November 1, 2008. Negotiations shall commence not later than August 1 each year. If an agreement is not reached before October 1 each year, the matter shall be referred to binding arbitration with the American Arbitration Association unless mutually agreed by the parties for negotiations beyond October 1st.

### **ARTICLE XIV**

#### **14.01 STEP INCREASES**

The normal length of time for employees covered by this Agreement to reach the top step in their respective pay grades as listed in the current pay plan shall be thirty-six (36) months.

#### **14.02 RECLASSIFICATION**

Whenever there is a substantial change in job content, the Union shall have the right to

request a rate increase in said job. The City and the Union shall meet to negotiate on this matter. If the City and Union reach agreement on this matter, said agreement shall be reduced to writing and signed by the City and the Union and said agreement shall be added to and become part of this Agreement.

If no agreement is reached at the end of one (1) month from the date of the Union's request for a review of said changed job, the Union shall have the right to take the matter up as a grievance by the Union beginning with Step 3 of the Grievance Procedure.

Descriptions of new or substantially changed jobs will be prepared by the City and copies forwarded to the Union.

**14.03 LONGEVITY PAY**

(A) Only employees covered by this Agreement employed prior to the signing of this Agreement on June 6, 1980 shall receive longevity pay in accordance with the following schedule payable in one lump sum in the first paycheck issued after the close of the applicable City fiscal year. Employees qualifying for such pay in midyear shall receive a pro rata amount based on that portion of the year during which they were eligible.

<b>SCHEDULE OF LONGEVITY PAY</b> <b>Effective November 1, 1995</b>
6% of base pay earned after five (5) years' service
7% of base pay earned after ten (10) years' service
8% of base pay earned after fifteen (15) years' service
9% of base pay earned after twenty (20) years' service

Longevity will be computed as part of an employee's base pay beginning November 1, 1989 with the seven (7%) percent pension contribution being deducted proportionately over the twenty-six (26) biweekly pay periods even though longevity pay itself will continue to be paid in one lump sum after the close of the applicable fiscal year.

(B) Employees covered by this Agreement hired after June 6, 1980 shall receive longevity pay as stated in Section (A) with the added condition that their job performance is satisfactory. An employee whose performance is deemed unsatisfactory may be denied longevity pay for that given year. If an employee disagrees that his/her unsatisfactory performance warrants denial of longevity pay, then he/she may appeal through the grievance procedure in Article 20.01.

## **ARTICLE XV**

### **15.01 BULLETIN BOARD**

The City will allow the Union use of bulletin board space. However, before any item is posted, it must be approved by the City Manager.

## **ARTICLE XVI**

### **16.01 RESIDENCY POINTS**

Members of Local 15509A and 15509 who are residents of the City of East Providence shall be given one (1) point for each complete year of City residency immediately prior to the application deadline up to a maximum of three (3) points toward their final score for promotional positions within the bargaining unit. The residency points shall be added only to the ratings of the examinees who receive at least a minimum passing score.

### **16.02 PROMOTIONAL/PROBATIONARY PERIOD**

(A) A promoted employee shall have the right to return to the former position if that employee notifies the City in writing of that employee's intention to return to the former position before thirty (30) days have expired since the promotion. An employee appointed from a promotional list who does not successfully complete the probationary period shall be reinstated in a position in the class occupied by the employee immediately prior to the promotion. The probationary period for promoted employees shall be ninety (90) calendar days. The City shall post

all vacancies within sixty (60) days with the understanding that the City Council has not instituted a job freeze.

(B) It is understood and mutually agreed that employees in Municipal Court and Canvassing are not part of the classified service. Therefore, the process of their selection for employment with the City will not be governed by civil service rules and regulations. They will not be eligible for transfer or demotion into positions in the classified service, but they will be allowed to take promotional examinations on the same basis as other members of the bargaining unit.

## **ARTICLE XVII**

### **17.01 EDUCATIONAL EXPENSES**

Members of the bargaining unit shall be eligible for reimbursement of tuition costs for courses taken in conjunction with the employee's work upon successful completion of such courses.

These payments shall be subject to the following limitations:

- a) Only courses directly related to the employee's work and approved by the Division or Department Head and the Personnel Director in advance;
- b) Each member shall be limited to one (1) course per semester and a total of two (2) courses per fiscal year;
- c) Reimbursement shall be made upon presentation of a passing grade;
- d) Courses must be taken at accredited colleges, universities and schools within the State of Rhode Island or outside the state with prior approval of the City Manager;
- e) Course schedule and study shall not interfere with work hours or responsibilities.

## **ARTICLE XVIII**

### **18.01 TIME OFF FOR UNION BUSINESS**

(A) Since there is only one set of officers and stewards for United Steelworkers of America

Locals 15509A and 15509, the time off for Union business section shall be as spelled out in Section 7.08 of the Local 15509 contract.

## **ARTICLE XIX**

### **19.01 UNIFORMS**

(A) Custodians provided with uniforms are responsible for the cost of replacing all lost items. Upon separation, all uniform items must be returned or paid for by the employee before their final check will be issued.

All employees who are provided with uniforms or work clothing, as set forth above, are required to wear these uniforms and work clothing on the job.

(B) Members of Local 15509A who do not receive uniforms will receive a One Hundred Fifty (\$150.00) Dollar per fiscal year clothing allowance. Members of 15509A that work in the Waste Water Treatment Plan will receive an additional Fifty (\$50.00) Dollars. Members that receive the clothing allowance will follow the City Work Clothes Policy as follows:

Work clothes must be cleaned or washed frequently and must be keep free from oil, grease, and paint, etc. as a safeguard against fire hazard and skin irritation.

ANSI approved leather boots and/or hard toe-capped boots must be worn for all field and heavy duty occupations as a safeguard against toe, foot and ankle injuries.

Work clothes must be neat, clean, presentable, appropriate and suitable for the type of work performed. Work clothes must be worn and maintained in a manner to enhance the good “public image” of the City workforce as professional public employees. Therefore, work clothes must be free of rips, tears and holes and must be without printing, logos or graphics with the exception of those relating to the City of East Providence and specific departments and divisions thereof and those approved by the City Manager.

Work pants (including approved jeans), shirts and jackets may be color coded for each specific department/division as determined by the City except for orange safety T-shirts, sweatshirts and jackets.

Failure to comply with proper work clothes guidelines will result in disciplinary action.

## **ARTICLE XX**

### **20.01 WORK SHOE ALLOWANCE**

Custodians shall receive a One Hundred and Fifty (\$150.00) Dollar shoe allowance per fiscal year.

## **ARTICLE XXI**

### **21.01 FLEXIBLE BENEFIT CREDIT**

Members of Local 15509A who do not receive uniforms will receive One Hundred (\$100.00) Dollars per fiscal year to be used at their discretion for benefits like y memberships, reducing their Blue Cross deductible, or offsetting co-payments for EAP counseling sessions for themselves or family members or for other benefits at their discretion.

## **ARTICLE XXII**

### **22.01 DISCHARGE AND DISCIPLINE**

(A) The City shall have the right to discharge and/or discipline employees at any time for just cause and in the case of discharge shall give the Union at the time of said discharge the reasons for discharge in writing by giving a copy to the Local Union President. In the event the Union shall claim that any such discharge has been made without just cause, such claim shall be presented in writing within five (5) working days from the date of such discharge and shall be disposed of under Step 2 and Step 3 of the grievance procedure set forth in Article XXIII hereof.

(B) The City shall have the unquestioned right to discharge and/or discipline any new

employee who has not completed his/her probationary period. The discharge and/or discipline of a probationary employee shall not be covered by the provisions of Section 22.01 (A) above or by the grievance procedure set forth in Article XXIII hereof.

## **ARTICLE XXIII**

### **GRIEVANCE PROCEDURE**

**23.01** The Local Union Grievance Committee shall consist of any two of the following: the Local Union President and Vice President and the Chief Steward and the Steward of the division in which the grievance arises.

**23.02** Any two (2) members of the Grievance Committee shall be permitted to investigate and process grievances in accordance with the grievance procedure outlined in Section 23.04 during working hours without loss of earnings.

**23.03** (A) All grievances under this article shall be barred if not initiated pursuant to Step 1 within thirty (30) days of occurrence.

(B) Failure to comply with the time limits set forth in this article shall bar the further processing of the grievance, and said grievance shall be deemed withdrawn with prejudice.

**23.04** Differences arising out of the interpretation or application of this Agreement shall be handled as follows:

**STEP 1.** A meeting between the Divisional Steward, the aggrieved employee and the head of the division involved shall be held. If a satisfactory settlement is not reached within one (1) working day of said meeting, the dispute shall be reduced to writing and filed with the Department Head within three (3) additional working days.

**STEP 2.** A meeting shall be held between the Grievance Committee, the aggrieved employee, the Department Head and the Director of Personnel. If the matter is not settled within

three (3) working days after said meeting, the grievance shall be taken up under Step 3.

**STEP 3.** A meeting shall be held between the Grievance Committee, a Union staff representative, the aggrieved employee and the City Manager and such City staff representatives as he deems necessary. In all matters except those matters involving promotion, demotion, transfer, suspension or discharge if the matters are not settled within five (5) working days of the Step 3 meeting, the grievance shall be taken up under Step 4. Matters concerned with demotion, transfer, suspension, and discharge not settled within five (5) working days of the Step 3 meeting may be appealed by the aggrieved employee to the Personnel Hearing Board in accordance with Step 4 which follows. (It being specifically understood that all matters involving demotion, transfer, suspension or discharge have to be heard and decided by the Personnel Hearing Board prior to proceeding to arbitration in accordance with Step 4). However, if the Personnel Hearing Board fails to convene a hearing within sixty (60) days of the date of the appeal from the City Manager's decision, then the Union will be free to consider the matter not satisfactorily settled under Steps, 1, 2 or 3 and may submit the matter to arbitration under Step 4. Cancellation, postponement or unavailability by the employee or the Union will automatically extend the time within which the Personnel Hearing Board must convene a hearing.

**STEP 4.** A grievance not satisfactorily settled under Steps 1, 2 or 3 shall be submitted to arbitration. The arbitrator shall be chosen by mutual agreement. However, if at the end of five (5) working days there is no mutual agreement, the matter shall be referred to the American Arbitration Association for selection of an arbitrator in accordance with its Voluntary Labor Arbitration Rules. The arbitrator shall have no power to add to, subtract from or change the terms of this Agreement. The arbitrator shall be confined solely to the interpretation and application of the terms of this Agreement. The fees and expenses of the arbitrator shall be borne equally by both parties.

**23.05** It is hereby specifically agreed by and between the Union and the City that any and all settlements of grievances shall be final and binding upon all the parties herein concerned.

**23.06** The Local President, Chief Steward and/or Staff Representative of the Union shall be permitted to visit the divisions or operations of the City during working hours with approval of the City.

**23.07** It is hereby specifically agreed that the decision of the arbitrator shall be final and binding upon the parties and all rights of appeal by either party to any court, tribunal, etc. are hereby expressly waived.

#### **ARTICLE XXIV**

##### **24.01 PENSION PLAN**

The City of East Providence, a participating municipality as defined in the General Laws of Rhode Island, § 45-21 entitled "Retirement of Municipal Employees", and employees covered by the bargaining unit will participate under the provisions of § 45-21-52, Automatic Increase in Service Retirement Allowance: Plan B. The City will apply for participation under this Act in a timely manner so that benefits will be received by retirees beginning January 1, 1986.

**24.02** Retirement as it applies to Section 7.04(B), Sick Leave and Section 24.01, Pension Plan, and Section 12.01, Life Insurance, will be understood as eligibility, application and receipt of a pension in the Municipal Employees' Retirement System of the State of Rhode Island. Mere vesting in the Pension System will not be considered as retiring. If an employee is only eligible for retirement benefits under the Federal Social Security System, that employee must have worked five (5) years for the City to be entitled to benefits under this section.

#### **ARTICLE XXV**

##### **25.01 CUSTODIAN FITNESS STANDARDS**

Commencing November 1, 1986, all newly hired Custodians shall take and pass established physical fitness standards for body composition, grip strength, back strength, and flexibility. Failure to maintain these age specific standards as set by the City with the help of the Barrington YMCA without just cause shall be grounds for disciplinary action. However, an employee will first be counseled and allowed an opportunity to correct his/her condition. Employees hired after November 1, 1986 by the City will be tested at the time of appointment; and thereafter, employees under 40 years of age will be tested every third year. Employees between 40 and 50 years of age will be tested every other year. Employees over 50 years of age will be tested every year. The costs of the testing will be borne by the City. The employee will take the test on his/her own time at no cost to the City for his/her time or travel.

## **ARTICLE XXVI**

### **26.01 SEVERABILITY**

In the event that any section of this Agreement is deemed in violation of any law by a court of competent jurisdiction, then the remainder of the Agreement shall be deemed to be valid and effective.

## **ARTICLE XXVII**

### **27.01 DURATION OF CONTRACT**

This Agreement shall become effective November 1, 2006 and shall remain in full force and effect up to and including the 31st day of October, 2009 and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement in writing not less than one hundred twenty (120) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon

the other party, a joint conference of the City and the Union shall commence no later than ninety (90) days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative as of the day and year first above written.

FOR THE  
CITY OF EAST PROVIDENCE

FOR THE  
UNITED STEELWORKERS OF  
AMERICA LOCAL 15509A  
AFL-CIO-CLC

\_\_\_\_\_  
Richard M. Brown  
City Manager

\_\_\_\_\_  
George F. Becker  
International President

\_\_\_\_\_  
Leo W. Gerard, International  
Secretary-Treasurer

\_\_\_\_\_  
Richard Davis  
Vice President-Admin.

\_\_\_\_\_  
Leon Lynch  
Vice President-Human Affairs

\_\_\_\_\_  
Louis J. Thomas, Director  
District 4

\_\_\_\_\_  
Staff Representative

\_\_\_\_\_  
Local Union Committee

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Local Union Committee

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Local Union Committee

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Local Union Committee

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Local Union Committee

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Local Union Committee

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Date