

CONTRACT

BY AND BETWEEN

UNITED STEELWORKERS

LOCAL 15509

And

THE CITY OF EAST PROVIDENCE  
RHODE ISLAND

Effective

November 1, 2020 to October 31, 2023

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respect to rates of pay, wages, hours of employment and other conditions of employment.

**1.02** The bargaining unit represented by the Union consists of all permanent, classified members occupying classifications listed in Schedule A, attached to this Agreement, in the Divisions of Water, Recreation, Highway, Parks, Central Garage, Traffic Engineering, and Engineering in the Division of the Public Works Department and Police Clerks, Police Dispatchers, Animal Control Officers, and clerical positions in the Police Department and all members formerly of Local 15509A.

**1.03** The word "member" as used in this Agreement means only a member in the bargaining unit above described.

**1.04** The provisions of this Agreement shall apply equally and uniformly to all members in the bargaining unit subject to the fact that the City and the Union both recognize that in some respects there will be certain working conditions that cannot so apply. In recognition of this, there shall be attached if necessary to this Agreement and made a part hereof negotiated supplemental agreements for (A) members in the Public Works Department except members in the Engineering Division; (B) Police Clerks, Dispatchers, Animal Control Officers, and other clerical positions in the Police Department and (C) members in the Engineering Division.

**1.05 NON-DISCRIMINATION:** The City of East Providence agrees not to discharge or discriminate in any way against members for membership in the United Steelworkers, AFL-CIO-CLC, Local 15509 or for participation in its activities.

**1.05(A) AMERICANS WITH DISABILITIES ACT**

## **AGREEMENT**

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, 2021 by and between the City of East Providence hereinafter referred to as the "City" and the United Steelworkers, AFL-CIO-CLC, on behalf of Steelworkers Union Local 15509 hereinafter referred to as the "Union".

## **WITNESSETH**

That, in consideration of mutual covenants herein contained, it is agreed as follows:

### **PURPOSE**

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the City and the members covered hereby, and to protect the safety and welfare of said members. 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 members covered by this Agreement and said members, 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 members 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**

### **RECOGNITION**

**1.01** The Union is hereby recognized by the City as the exclusive bargaining agent of the said permanent, classified employees of the City in



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 members 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 II**

### **MANAGEMENT RIGHTS**

**2.01** Subject to the terms of this Agreement, the Union agrees that the City has responsibility for the policies and administration of the 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. 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.

## **ARTICLE III**

### **SCOPE OF AGREEMENT**

**3.01** 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**

##### **UNION SECURITY**

**4.01 (A)** All employees covered under this agreement shall have the choice as to whether or not to join the United Steelworkers Local 15509. If an employee covered under this agreement chooses to join the United Steelworkers Local 15509, the City shall deduct dues for each such employee and shall remit the dues to the United Steelworkers Local 15509, in accordance with Article 5.01.

**(B)** In consideration of the City's entering into this Collective Bargaining Agreement which includes in this section an Agency Shop provision, the Union hereby agrees to indemnify the City and hold it harmless from any and all claims, liabilities or costs of the City which arise out of entering into or enforcement of said provision or which arise out of the payroll deduction of Agency Shop fees.

**4.02** The City of East Providence agrees not to discharge or discriminate in any way against members for Union membership or activities. The parties hereby agree that all employees who are presently members of the Union shall remain members of the Union in good standing.

**4.03** It is agreed by the parties that all newly appointed members of the Steelworkers Union, Local 15509 shall become members of the Union and continue their membership after completion of their probationary period. It is understood that this clause in no way is to be interpreted as a waiver of any State, Federal or City law.

All members 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 other representative services performed by the Union. Such payment shall commence on the pay date for the first payroll period following the member's date of hire. However, it is understood that this clause in no way allows the Union to represent members on probationary status with regard to discharge or disciplinary actions. Article 10.01(B) remains in full force and effect for members who have not completed their six months probationary period.

## ARTICLE V

### CHECKOFF

5.01 Upon receipt of written authorization from an Employee, the City of East Providence will deduct Union dues and initiation fees from the Employee's wages. The City of East Providence shall promptly forward such deductions to the International Secretary-Treasurer of the Union no later than ten (10) days following the end of the month in which they were deducted. Such deductions shall be biweekly and shall be forwarded monthly to the International Treasurer, United Steelworkers, P.O. Box 400041, Pittsburgh, PA 15268-0041.

A check off list shall accompany the deductions setting forth the name and amount of dues deducted and a copy of said deduction list shall be forwarded to



the United Steelworkers, District Four, 100 Medway Road, Suite 403, Milford, MA 01757.

**INDEMNIFICATION OF PAYROLL DEDUCTIONS**

**5.02** 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**

**SENIORITY**

**6.01** Seniority shall be defined as length of service with the City, and each member shall have seniority from the latest date of hire as a permanent classified employee except as modified by Article 6.05 and except as modified by applicable State and Federal law regarding Veterans Reemployment Rights. When two or more members 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 annually. Said lists shall be compiled on a departmental basis and shall be posted on bulletin boards in the proper department. The City shall furnish two copies of each such list to the Local Union President at the time said lists are posted on bulletin boards.

**6.02 (A) (1)** The probationary period of a new member shall be six months. Upon completion of said probationary period, such a member, if retained by the City, shall be placed on the appropriate seniority roster as provided in Paragraph 6.01 above.

**(2)** A promoted member shall have the right to return to the former position if that member notifies the City in writing of that member's intention to return



to the former position before thirty (30) days have expired since the promotion. A member 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 member immediately prior to the promotion.

The probationary period for promoted members shall be ninety (90) calendar days.

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

**6.03 (A)** Seniority shall be considered with respect to promotions, transfers, reductions in work force, vacation preference, shift preference, the filling of job vacancies and job assignments deemed by the members as more desirable but not on a daily basis subject to conditions contained herein after.

Seniority selection of jobs and job assignments deemed more desirable shall not prevent the City from rotating members in the same job classification, only for a reasonable period for the purpose of training new or newly promoted members or for the purpose of maintaining the skill levels of incumbent members where the skill in question requires ongoing training or practice (this will be for two weeks or less unless there are unusual circumstances). In those situations, seniority will be used to select the rotation order to the extent practicable.

If a department or division is so organized, the City will allow the affected members of the bargaining unit to bid by seniority on shifts, area assignments, and jobs within their classification annually. This clause will not in any way limit the right of the City to organize or reorganize the work within its department and divisions when and as necessary for the good of the City, or to reassign members to a different job or area assignment on a temporary basis as needed to provide

sufficient staffing coverage. In those situations, seniority will be used to select the member(s) temporarily reassigned unless that is impracticable.

**(B) (1)** Members of Local 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 their bargaining unit. The seniority points shall be added only to the ratings of the examinees who receive at least a minimum passing rating.

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

All vacancies occurring in classification except Laborer will be first posted informationally for a period of seven (7) calendar days during which time any permanent bargaining unit member may apply by submitting an application form to the Personnel Office prior to the deadline.

The Mayor, after reviewing these applications, shall decide whether the examination is to be open or promotional.

When an open list is to be established, bargaining unit members, at the time the eligibility list is established who pass the exams, shall be given five (5) points prior to ranking. Only bargaining unit members who receive at least a passing score without the extra points will be given the five (5) points.

Also, members of the bargaining unit 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 toward their final score. The seniority points shall be added only to the examinees who receive at least a minimum passing score.

Final ranking will be set at the time the eligibility list is established and will be based on test scores including the five (5) extra points and seniority points for bargaining unit members.

The Mayor's choice from the certified candidates will follow the rule of three. The life of the list will be for one year with two (2) six month extensions at the discretion of the Mayor.

Vacancies shall not be posted while an eligibility list with at least three interested eligibles exists.

The City and the bargaining unit agree that this Agreement will not change the existing policy regarding the filling of vacancies.

**(2)** Members of Local 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 towards 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.

**(3)** When an oral examination is given as part of a promotional examination for positions within the bargaining unit, the City will make a good faith effort to have at least one member of the Human Resources Department present as observers at the oral examination.

**(4)** The City agrees in principle with the concept of Seniority and further agrees that this principle should be applied unless there are clear reasons for the contrary in individual instances with respect to:

1. Promotional Appointments
2. Preferred Shift Vacancies



3. Vacation Schedules

4. Any other questions of preference among members that may arise but are not specifically mentioned herein above

**(5)** All vacancies occurring in classifications above the entrance classification will be posted throughout the affected division for a period of three (3) days during which any member desiring to apply for the vacancy will have the opportunity to sign the official posted notice.

Should a grievance arise over the application of the Seniority Rule by an appointing authority of the department, it shall be considered a grievance under the terms of this Agreement and the use of the grievance procedure shall be applicable.

**6.04** All temporary vacancies may be filled by members designated by the City for a period of not to exceed thirty (30) days unless an extension is mutually agreed upon by the City and the Union. All other members who may have moved as a result of such temporary transfer shall revert back to the job classification they held prior to the time the vacancy occurred.

**6.05 (A)** In the event of a reduction in work force, it is agreed that members will be subject to layoff in the inverse order of their seniority within the classification where the reduction in work force takes place. Seniority shall accrue during such layoff.

It is further agreed that in the event of a reduction in the work force, all bargaining unit members shall have the right to bump into a position within the same job category they are being laid off from (i.e. Either entry level position or promotional position), on the condition that Member has more seniority, Member



is qualified, and Member is given the opportunity to obtain the necessary training, certification, and licenses necessary for the new position.

**Job Category One:**

Laborer

Custodian

Library Aide

Clerk Typist

Receptionist/Floater

Dispatcher

Planner I

Assistant Pound Keeper

Animal Control Officer

**Job Category Two: Promotional Positions:**

All other positions in the bargaining unit.

Bargaining unit members who have exercised their bumping rights and bumped into a new position will have a three month evaluation period. At the end of the three months, the member will meet with their supervisor to discuss their job progress, areas for improvement, or any additional training that may be necessary to fulfill the requirements of the new position.

If the need for layoff is over, the members shall be returned to work in order of their seniority and this recall provision shall apply for a period of two (2) years from the date of layoff. All members subject to layoff will receive payment of all time accrued, including but not limited to, sick leave, vacation leave, compensatory time, personal days, etc. by the next payroll date.

**(B)** Members on layoff under Paragraph (A) above shall be notified by certified mail, return receipt requested when that member is to be returned from layoff as provided for in said Paragraph (A). The member shall return to work no later than fifteen (15) calendar days after the date of receipt of the recall letter. If the recall is to a job classification other than that from which the member was placed on layoff, the member shall have the right to refuse said recall. If recalled to the position from which the layoff occurred, the member shall return to work as provided above. Failure to do so will result in the loss of recall rights described in 6.05 (A) above.

**6.06 (A)** Any member officially assuming the duties and the responsibilities of a higher classification than that which the member holds for less than or up to a half (1/2) day shall receive the top pay commensurate with the increased duties and responsibilities for four (4) hours at the time of transfer to such classification. If a member works more than a half (1/2) day, the member shall receive the additional compensation for eight (8) hours.

**(B)** Any Laborer or Automotive Equipment Operator I actually operating a 10 wheeler truck shall receive \$.50 per hour in addition to his pay rate . When Member operates said equipment for less than or up to a half 1/2 day, Member shall receive the additional \$.50 per hour for a half (1/2) day. When Member operates said equipment for more than a half (1/2) day, Member shall receive the additional compensation for the full day.

The Utility Equipment Operators will operate backhoe, jet vac truck, jet flush trucks, AMZ machines, large rudders, occasional front end loader, 10 wheelers, and other such equipment as may be reasonably designated by the City. Each operator will work thirty (30) days rotating on various pieces of

equipment on a schedule to be established by the City, absent exigent circumstances. This will help to ensure that the division has personnel trained and skilled with current experience in the operation of all the necessary utility equipment when called upon in emergency situations.

(C) No member may be required to perform work outside the scope of his/her job classification except when there is an emergency or when there are no other members available or willing to accept the assignment. Any member who voluntarily accepts such an assignment shall have the right to return to his/her own classification after such assignment is over. In no event shall such an assignment adversely affect the rights of other members under the provisions of Article VI, Seniority.

**6.07** The City agrees to post vacancies for entry level laborer positions and to allow laborers in the bargaining unit with more than two (2) years seniority to transfer from their division to vacant laborer positions in the bargaining unit on the basis of seniority. Any entry level member desiring a transfer to a vacant laborer's position will have the same opportunity, providing no laborers have applied for transfer, or before these vacant positions are filled from the outside.

Laborers desiring transfer by seniority under this clause shall not be eligible or able to bid for transfer if on any leave of absence, extended sick leave or injured-on-duty leave. Also this clause does not in any way limit the right of the City to transfer or demote any member for the good of the City or for disciplinary purposes when and as necessary.



**ARTICLE VII**

**VACATION**

**7.01** Vacation with pay shall be granted to all members on the basis of Departments and where applicable on the basis of Divisions within a Department with an appropriate Schedule of Vacations to be mutually agreed upon between the City and the Union within such Department or Division thereof. When vacations are to be staggered, it is agreed that, where members seek the same vacation weeks, members in order of seniority shall have vacation preference where a conflict exists as to such vacation weeks.

Members shall indicate their choice of staggered vacation weeks to the appropriate Department or Division Head no later than April 1 of each year. Later requests shall be handled after all others on a first come basis.

Vacation may be granted in one hour increments when five (5) days' notice is given, work schedule permitting.

**7.02 (A)** Paid vacation leave shall be granted to all permanent classified members of the bargaining unit in accordance with the following schedule:

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, current members completing a year of service will earn vacation in accordance with the following schedule:

Years of Service	Weeks of
1	2 weeks
3	3 weeks
10	4 weeks
15	5 weeks



Current members will follow the existing schedule with the following addition:

Years of Service	Weeks of Vacation
20	5 Weeks
21	5 Weeks + 1 Day
22	5 Weeks + 2 Days
23	5 Weeks + 3 Days
24	5 Weeks + 4 Days
25	6 Weeks

Any new members hired after April 1, 2018, completing a calendar year of service, will earn vacation in accordance with the following schedule:

Years of Service	Weeks of
1	2 weeks
5	3 weeks
15	4 weeks
20	5 weeks

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

**(C)** Each such week of vacation with pay shall be based on a full week's earnings in accordance with the member's normal scheduled work week.

**(D)** Whenever a paid holiday falls during the vacation or day off of a member, that member shall receive an additional day off with pay as part of the vacation at the member's request.

**7.03** Accrued vacation leave may be used in lieu of sick leave when the accrued sick leave of a member is insufficient to provide leave with pay during an illness. Such use of vacation time as sick leave shall be computed on the basis of five (5) days leave equal to one (1) calendar week of vacation leave.

**7.04** A member may carryover 10 unused vacation days from one year, which must be used the following year. Any additional unused vacation days will be transferred to the member's sick leave balance.

**7.05** Members who are separated from employment in good standing and who have accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation leave.

In order to leave the City service in good standing, a member must give fourteen (14) calendar days' notice prior to separation and must work those two weeks unless illness or injury makes that impossible. Giving two weeks' notice and then asking for those two weeks off as vacation will not be considered leaving in good standing unless agreed to by the Division Head. A member who does not leave in good standing will not receive vacation pay for vacation leave accrued during the calendar year in which Member leaves.

## **ARTICLE VIII**

### **LEAVE OF ABSENCE**

**8.01 (A)** The Mayor may grant a full-time member a leave of absence not to exceed six (6) months which may be extended for an additional six (6) months by the Mayor but not to cumulatively exceed one (1) year. No leave without pay shall be granted except upon written request of the member; 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 member shall return to work in the position held at the time leave was granted. The City will follow all State and federal required leave guidelines. A member who is on unpaid leave, will not accrue vacation leave or sick leave.

Failure on the part of a member 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.

**(B)** Vacation leave shall not accrue while a member is on a leave of absence without pay. Sick leave shall not accrue while a member is on a leave of absence without pay. Personal leave shall not be granted to a member while a member is on leave of absence without pay or sick leave without pay (except maternity leave), except upon written request of the member and subject to the approval of the Mayor or his/her designee. A member will not be eligible for nor receive holiday pay while on a leave of absence without pay.

**8.02 (A)** Each full time member in the bargaining unit shall earn sick leave with pay at the rate of one and one quarter (1 ¼) working days for each full calendar month of service with no maximum accumulation. Such sick leave must be earned before it can be granted.

**(B)** Upon retirement, a member shall be paid fifty (50%) percent of the total amount of sick pay credited to him/her as of the date of his/her retirement up to a maximum of Five Thousand (\$5,000.00) Dollars.

**(C)** Major Illness Sick Leave Plan. This Major Illness Sick Leave Plan is established solely for members 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 member.

Approval of a member 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 member's individually accumulated sick leave and vacation leave have been exhausted.

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

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

**(D)** Any sick leave in excess of ten (10) days in the last 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 Mayor without deduction in cases of major illness.

**(E)** Catastrophic Leave Program. In the event that a member's incapacity is diagnosed as terminal, (i.e. the member's illness is expected to inevitably lead to death in a short time), the member may request catastrophic leave without pay. Catastrophic leave will be applied after the member has exhausted all their accrued sick, personal, vacation, and compensatory leave. When a member is on catastrophic leave, Member will be entitled to ongoing health insurance and life insurance.

The City may ask the member to undergo, at the City's expense, a medical review by a physician approved by the City before granting catastrophic leave. The maximum time limit under which a member may be covered by the

Catastrophic Leave Program shall be one (1) year. The Mayor may approve an additional period of time in extraordinary circumstances on a case-by-case basis

**8.03 (A)** Sick leave will be granted for absence from duty because of actual personal illness, non-compensable bodily injury or disease and exposure to contagious disease not connected with City employment. Sick leave may also be used for a maximum of four (4) days per fiscal year for personal reasons. Use of a fourth sick leave day for personal reasons must be by written application to the member's department head stating the date of such requested leave and approved in advance

by the member's department head. Sick leave may be granted for a maximum of three (3) days in any one year for illness in the immediate family.

**(B)** Request for leave slips shall carry the unused balance for both vacation and sick leave. This provision may be changed by the City after consultation with the Union.

**8.04** When a member finds it necessary to be absent for any of the reasons specified above, that member shall cause the facts to be reported to the appropriate department head or immediate superior as soon as practicable but in no event any later than the start of the normal work schedule, except that where a relief member is required-as determined by the City, such notification must be made as soon as practicable but in no event any later than one (1) hour before reporting time. Where, for reasons beyond the member's control, the member is unable to give such notice, that member shall be entitled to such sick leave. Sick leave notification as outlined above must be made on each workday unless the member clearly specifies the number of days of anticipated absence and the date of anticipated return to work.

If something changes those dates, the City must be advised of the change upon notice to the member. If the date of return is not known, the member must notify the City of the date of the next doctor's appointment and must contact the City the next workday with a status report. Nothing in this provision shall limit the right of the City to require sufficient medical documentation upon request.

**8.05** In all cases where sick leave exceeds three (3) working days, or under such other circumstances constituting good cause, the City may require the member to provide sufficient medical documentation indicating the nature, extent and probable duration of disability, including any applicable work restrictions. If a member becomes sick or ill during work, the member must notify the appropriate supervisor or division head prior to leaving. If either is not available, the member must notify the Personnel Office instead.

**8.06** Holidays and regular days off shall not be counted in computing sick leave taken.

**8.06 (A) Sick Time Incentive:** Beginning January 1, 2021, the following incentive program will be offered to all members. With respect to the following table, members (4) personal sick days or any sick time donated to another employee, will not be considered a "use of sick time" for the purpose of earning this incentive. The personal days listed below will be in addition to those specified in Section 12.01.

Any member who uses zero (0) of 11 sick days in any calendar year will receive an additional three (3) personal days the following calendar year.

Any member who uses One (1) of 11 sick days in any calendar year will receive an additional 2 personal days the following calendar year.



Any member who uses two (2) of 11 sick days in any calendar year will receive an additional 1 personal day the following calendar year.

**8.07** Whereas, it is incumbent on the City and the Union to work together cooperatively to return injured members to work as soon as possible.

**(A)** Any member 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 member by reason of such injury and/or illness or exposure, except where the member violates specific oral or written instructions or established departmental policy. Such illness or injury must be immediately reported to the member's supervisor and the member must present a doctor's certificate substantiating that work related 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 requiring supplemental medical documentation, contacting the member's physician directly, or referring the member to a physician appointed by the City. The Union shall have the right to a copy of such report. In the event that the member's physician and the physician appointed by the City do not agree on the nature of or the 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 member 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) doctors on the list who shall be used on a rotating basis. Replacements shall be ordered 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 member shall be returned to work, including light duty, unless the member is released by his/her physician or the impartial physician to perform such work. Such illness or injury must be immediately reported to the member's supervisor, but no later than 24 hours from the onset of the illness or injury or during the next available shift, whichever is sooner, and the member must present a doctor's certificate substantiating that work-related injury or illness if they lose time from work because of it." Provided however that the Union and the City acknowledge that R.I.G.L. §28-33-30 governs the time within which an injured employee may file a notice of injury to the employer.

**(B)** With respect to paragraph (A) above, such lost time shall not be chargeable against accrued sick leave except at the option of the member. In an effort to make the member "whole" defined as payment of medical co-shares and pension contributions, the City will pay the member their base pay as long as they are on Worker's Compensation, coded as tax exempt. The only employee deductions would be the employee's co-share and the two components of the state pension plan, MERS and TIAA. An offsetting deduction would be entered for the balance so the employee would not receive any compensation from the City (excluding workers' compensation payment) but would be made "whole" for pension and medical insurance co-share 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 member is participating as a member in the Municipal Employees Retirement System of



the State 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 member will then apply under Sections 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, members 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.

**8.08** Members of the Union covered by this Agreement who are either officers or stewards of the Local Union not to exceed two (2) at one time shall be allowed reasonable time off for official Union business with the City of East Providence and to attend State meetings and/or New England Regional meetings and National Conventions without loss of pay and without the requirement to make up such time.

**8.09** Regular full-time members shall be granted leaves of absence for required jury duty requiring an appearance before a court or other public body. Such members shall receive their regular salary. The member will turn over their jury pay to the Finance Director. Appearance as a witness in personal, civil or criminal cases or matters which are not job related shall not be covered by this article.

**8.10** Any regular full-time member 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 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 member is called to regular duty in the armed forces of the United States, Member 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.

**8.11** In the event a death occurs in a member's family, the City will pay such member bereavement leave for time lost from work not to exceed the following: members will be allowed four (4) consecutive days of bereavement leave when the death occurs in the member's "immediate family" which includes his/her spouse, father, mother, child, sister, brother, stepparents and stepchildren only by blood or by marriage. Members will be allowed three (3) consecutive days of bereavement leave for deaths of the member's grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law and grandchild only by blood or by marriage. Members will be allowed one (1) day of bereavement leave for the purpose of attending the funeral service of an aunt, uncle, niece, nephew, stepbrother, stepsister, and step-grandparent only by blood or by marriage.

## **ARTICLE IX**

### **WAGES**

**9.01** Wages for members covered by this Agreement will be listed in the attached Appendix A. They will change as follows:

Effective November 1, 2020, there will be a zero (0 %) percent increase in salaries for all members of the bargaining unit.

Effective November 1, 2021, there will be a two (2%) percent increase in salaries for all members of the bargaining unit.

Effective May 1, 2022, there will be a one (1%) percent increase in salaries for all members of the bargaining unit.

Effective November 1, 2022, there will be a one (1%) increase in salaries for all members of the bargaining unit.

Effective May 1, 2023, there will be a one (1%) increase in salaries for all members of the bargaining unit and effective October 31, 2023, there will be a one (1%) increase in salaries for all members of the bargaining unit.

## **ARTICLE X**

### **DISCHARGE AND DISCIPLINE**

**10.01 (A)** The City shall have the right to discharge and/or discipline members 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 IX hereof.

**(B)** The City shall have the unquestioned right to discharge and/or discipline any new member who has not completed his/her probationary period. The discharge and/or discipline of a probationary member shall not be covered by the provisions of Section 10.01 (A) above or by the grievance procedure set forth in Article XI hereof.

**10.02** Any written warning or notice of an oral warning in a member's file will be removed from the file after five (5) years if there has been no recurrence of the type or kind of conduct giving rise to the letter of warning. Letters documenting disciplinary actions such as suspension, demotion, transfer, reassignment, mandatory attendance at a special training program but not limited to this, or letters documenting major serious offenses or violations or patterns of abuse, will not be subject to removal from the member's folder.

## ARTICLE XI

### GRIEVANCE PROCEDURE

**11.01** 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.

**11.02** Any two members of the Grievance Committee shall be permitted to investigate and process grievances in accordance with the grievance procedure outlined in Section 11.04 during working hours without loss of earnings.

**11.03 (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.

**11.04** 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 member, 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 member, the Department Head and the Director of Human Resources. 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 member, and the Mayor and such City staff representatives as Member 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 member 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 Mayor'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 member 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.

**11.05** 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.

**11.06** 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.

**11.07** 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 XII**

**12.01(A) HOLIDAYS**

Authorized holidays for all employees shall be:

New Year's Eve	½ Day
New Year's Day	January 1s'
Martin Luther King 'ay	Third Monday in January
Washington's Birthday	Third Monday in February
Good Friday	½ Day
Memorial Day	Last Monday in May
Independence Day	July 4th

Victory Day	Second Monday in August
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Election Day	First Tuesday after the first Monday in November in each even numbered .year
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	½ Day
Christmas Day	December 25th
Three Personal Days	

**CITY HALL EMPLOYEE HOLIDAY SCHEDULE**

Holiday Schedule for City Hall Employees when City Hall is working a modified work-week as stated within section 13.03 (A):

When July 4<sup>th</sup> falls on a Thursday, the City Hall Employees will have the day off. When July 4<sup>th</sup> fall on a Friday, City Hall employees will have the day off but will only be required to work until 4:00 pm on the Thursday before (July 3).

Regardless which day it may fall on the calendar during the normal work week, the City Hall employee shall have Veteran’s Day off.

Good Friday – City Hall employees will have the day off.

Holidays that fall on a Saturday or Sunday: When Veteran’s Day, Independence Day (July 4<sup>th</sup>), Christmas Day, and New Years Day fall on a Saturday or Sunday, the holiday will be observed on the following Monday.

When Christmas Eve and New Years Eve falls on a Monday, Tuesday, or Wednesday, Thursday, the employee will work one-half day, 8:00 am to 11:30 am. When they fall on a Friday, the employee will have the day off.

All other Holidays as set forth in section 12.01(A) will be taken as noted in that section.



**12.02** Sunday Holiday. When any authorized holiday falls on Sunday, the following business day shall be considered the holiday.

**12.03 (A)** Compensation for authorized holidays. All classified members shall receive a normal day's pay on authorized holidays and in the event that any member is required to work on any authorized holiday such member shall receive in addition to their regular or normal day's pay time and one half (1.5) for the first eight hours worked on such holiday. Beginning with the ninth hour, double time shall be paid in lieu of time and one half. Whenever a paid holiday falls on a Saturday, the City shall designate a substitute paid holiday and the provisions of this paragraph shall be applicable to said substitute holiday with the exception of shift workers who will receive holiday pay on the calendar date of the holiday.

**(B)** If a holiday falls on a member's day off and said holiday is not covered by any other provision in this article, then said member will have the option of (a) taking the pay for said day or (b) taking another day off provided said member requests same in writing ten (10) days prior to said date and said date is mutually agreeable between the City and the member.

**(C)** No member will be entitled to holiday pay unless Member works the day before and the day after the holiday, unless excused for justifiable reasons (i.e. Pre-approved vacation or true medical illness).

**12.04** Members, whenever possible, are required to give advance notice on their use of a personal day. Personal days are not received by and cannot be taken by employees on probationary status. Personal days cannot be accrued from year to year and must be used in the City fiscal year in which they were

received. Personal days must be taken in no less than one (1) hour increments.

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 used or reimbursed in the City fiscal year in which they were earned.

### ARTICLE XIII

#### OVERTIME

**13.01 (A)** All members called back to work for overtime or emergencies shall be paid at the rate of time and one half (1.5). A minimum of four (4) hours at time and one half (1.5) or six (6) hours pay shall be provided.

Time and one half (1.5) shall be paid for all hours worked in excess of eight (8) hours in any one day. Time and one half (1.5) shall be paid for all work performed on Saturday as such except for shift workers. Double time shall be paid for all work performed on Sunday as such except for shift workers. For example:

Sat. - 10:00 p.m. to 11:00 p.m. (2 hrs. at 1 ½, 2 hrs. at 2X= 7 hrs.)  
Sat. - 11:00 p.m. to Sun. 1:00 a.m. (1 hr. at 1 ½ X, 3 hrs. at 2X= 7 ½ hrs.)  
Sun. - 10:00 p.m. to 11:00 p.m. (2 hrs. at 2X, 2 hrs. at 1 ½ X = 7 hrs.)  
Sun. - 11:00 p.m. to Mon. 1:00 a.m. (1 hr. at 2X, 3 hrs. at 1 ½ X= 6 ½ hrs.)

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 work week 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.

Any City Hall employee, while under the modified City Hall schedule, working more than 7 hours on Monday, Tuesday, Wednesday, more than 9 hours

on Thursday and more than 5 hours on Friday will be paid time and one-half (1-1/2) or compensatory time at a rate of time and one-half(1-1/2), whichever they choose.

Custodians called back to work for 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. Regular permanent members who work on Sundays in the library shall be compensated at the rate of time and one half.

**(B)** When a member works overtime, they will be allowed to elect to either receive pay at time and one-half or double time on Sundays and holidays, or to take compensatory time off. Members may accumulate up to a maximum of two (2) weeks of compensatory time in a revolving bank which will carry over in to the next calendar year unless the member requests the time to be put in the member's sick bank or be paid out at the end of the year. Compensatory time must be requested in writing at least five (5) days in advance by members of the Parks, Water, Central Garage and Highway Divisions. It will not be unreasonably denied, work schedule and staffing needs permitting.

Members in the Parks, Water, Central Garage and Highway Divisions must use compensatory time may be used in one (1) hour increments. Compensatory time can be used in full day increments. Members must make their request to accumulate compensatory time before the payroll deadline, otherwise the hours will just be paid.

**13.02(A)** In the event of overtime or emergency as determined by a Department Head (an emergency shall consist of no premeditated condition) all members are subject to assignment to additional duty as required provided that



the seniority list be given first choice to work such overtime in their proper work skill. All members of the bargaining unit will be given priority for all overtime.

An emergency is defined as a condition which endangers the safety or wellbeing of the persons in the city or which threatens the property or business within the city. An emergency may include a water break and weather conditions to include, but not limited to: storms, blizzards, earthquakes, tornadoes, microbursts, hurricanes, etc. Under any of these conditions and until the end of the said conditions, time and one-half will be paid upon a regularly scheduled shift, Monday-Friday 7 a.m.-3:30 p.m. At the conclusion of said emergency, as determined by the Supervisor, members will revert back to straight time for the remainder of their normal shift.

Example: Emergency starts at 7:00 p.m. on Monday night and ends Tuesday at 11:00 a.m. Employees begin plowing at 7:00 p.m. and earn overtime until the end of the emergency. Employees will earn overtime for the hours of 7:00 a.m. until 11:00 a.m., at which time they will revert to straight time for the remainder of their shift.

**(B)** When a member involved in snow removal or any emergency which requires him/her to work over his/her original eight (8) hour shift by a minimum of two (2) hours, the City shall pay to said member a one-time food allowance per 24 hour period of Six (\$6.00) Dollars.

**(C)** Rest Breaks – Except in case of emergency, snow storm, hurricane, or other disaster which requires the continuous work of a member, members that work more than 16 consecutive hours will be allowed eight (8) hours of rest before they have to return to work. If the eight (8) hour rest period extends into the member's regular work day, the member will be compensated at straight time for

the remaining hours necessary to complete the rest period. If the rest period ends in the middle of a member's regular work day and the member chooses to remain off, then the member will be charged leave to complete their regular work day.

### **CITY HALL MEMBER SCHEDULE**

**13.03 (A)** Prior to the establishment of the City Hall Schedule, the City will provide the Union at least sixty (60) days-notice prior to their implementation or termination by the Administration. Upon termination, the working hours will revert to the previous City Hall hours.

Bargaining unit members who are assigned to and working in City Hall will work a thirty-five (35) hour work week, Monday through Friday, as set forth below:

Monday, Tuesday, Wednesday: 8:00 am to 4:00 pm with (1) hour un-paid lunch and (2) 15 minute breaks.

Thursday: 8:00 am to 6:00 pm with (1) hour un-paid lunch and (3) three 15 minute breaks.

Fridays: 8:00 am to 1:00 pm with no lunch and one fifteen (15) minute break.

Any City Hall employee who uses or takes sick leave, vacation, personal time, or compensation time, the employee will be charged as follows: seven (7) hours Monday through Wednesday, nine (9) hours for Thursday and five (5) hours for Friday.

### **CUSTODIAN SCHEDULE AT CITY HALL**

Custodian #1....7:00 a.m. to 3:30 p.m. with half hour lunch break (40 hours)

Custodian #2....1:30 p.m. to 10:00 p.m. with half hour lunch break (40 hours)

### **WITH NEW CITY HALL HOURS**

Custodian #2 would work 7:00 a.m. to 3:30 p.m. on Fridays. If the City reverts to previous hours, then Custodian #2 goes from 1:30 p.m. to 10:00 p.m.

Department of Public Works employees at City Hall may be subject to a modification to the City Hall schedule as a result of work or inspection requirements of City projects. Engineering Division personnel may be required to work five (5) consecutive days, Monday through Friday from 8:00am to 4:00pm with a one (1) hour lunch as determined by the City Engineer. For these employees, all hours worked Monday through Friday beyond normal seven (7) hours shall be compensated at time and one half (1-1/2). The employee shall receive pay or compensatory time solely at the member's discretion. Any employee affected by this schedule shall be notified by the City Engineer of their return to working normal City Hall hours no less than 7 days prior to this taking effect.

**13.03 (B) Parks' Laborers Summer Schedule** The normal work week shall consist of five (5) consecutive days, Monday through Friday, inclusive for all members except shift workers and two (2) parks laborers who bid on the summer schedule in the parks department (PLSS). Members in the Highway, Central Garage, Water and Parks Divisions will work 7:00 a.m. to 3:30 p.m.

The PLSS will consist of two (2) parks laborers who shall be hired after April 30, 2021 and will work the following schedule for the entire season of April 1 to November 1 as based on seniority unless a more senior member prefers the seasonal schedule. The PLSS position will be bid every November 1 in conjunction with the normal bid process. The work week of the PLSS for the period of April 1 until November 1 shall be, at the members' choice, either:  
Wednesday, Thursday, Friday, Saturday and Sunday



or

Saturday, Sunday, Monday, Tuesday and Wednesday

When a member of the PLSS is absent from work on a Saturday or Sunday, or that position becomes vacant, during the time frame stated above, the opening may be filled by seniority with preference given to members currently employed in the same classification.

In the event there is no employee available at the same classification, the opening will be filled on the basis of seniority by any member within the Parks/Highway department(s) in accordance with section 6.03 using the established rotational overtime list.

Members who fill the open position(s) will be paid or earn compensatory time at a rate of time and one half for any work performed on Saturday and double time for any work performed on Sunday, consistent with Section 13.01 A and B of the current collective bargaining agreement.

The PLSS while working on Saturday and Sunday are responsible for tasks consistent with their normal duties as a parks laborer excluding all other DPW duties falling outside the scope of the parks laborer job tasks.

When a holiday falls on an employee's regular day off, the member will be granted an additional day off or receive compensation of a regular day's salary. When July 4<sup>th</sup> falls on a Saturday or Sunday, the seasonal parks laborers will have the day off.

**13.04 (A)** Police Dispatchers will receive time and one half (1.5) for work performed on their fifth and sixth consecutive day.

**(B)** No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

**13.05** Overtime lists will be made available biweekly to Divisional Stewards, with copies available to the Local Union President upon request. There shall be equal distribution of overtime as far as practicable.

**13.06** The normal length of time for members covered by this Agreement to reach the top step in the pay grade is thirty-six (36) months. The time normally required in Step B is six (6) months.

Service requirements for the advancement of new members hired after November 1, 1984 to higher step rates shall mean continuous service without break or interruption by sickness, injury on the job, or leave of absences in excess of sixty (60) days. All time in excess of sixty (60) days shall be deducted in computing service time until the next step is due.

#### **ARTICLE XIV**

##### **RECLASSIFICATION**

**14.01** 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 the 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 a 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 on the Grievance Procedure.

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

**14.02** When any member voluntarily transfers to another job, the Divisional Steward shall be so informed by the Division Head; and Member shall be paid at the rate of the job to which Member temporarily transferred or his/her current rate of pay, whichever is greater. The Division Head shall keep a record of all such transfers. When the need for such transfer is over, the member shall return to his/her regular job.

## ARTICLE XV

### PENSIONS AND INSURANCE

**15.01 (A)** The City agrees to provide each regular member covered by this Agreement with medical coverage on an individual or family basis as desired by the member provided that the member certifies that the member cannot receive comparable insurance through the member's spouse. Members will be required to certify annually that the member is not eligible to receive comparable insurance through the member's spouse – defined as insurance with a premium co-payment that is no more than ten (10%) greater than the employee premium copayment associated with the plan offered by the City.

The City will provide the medical benefits as summarized in Appendix B.

Members shall pay the following cost-sharing percentages of the Regular Premium Rate for their health insurance plan in accordance with the schedule below. The cost share percentage will be determined every July 1<sup>st</sup> based on the employees base wages as set forth in Schedule A as of that date and annually on July 1<sup>st</sup> thereafter and cost sharing percentages will go into effect the first day of the first full pay period in July in correlation with the annual release of health care premium charges. Longevity and earned overtime shall not be included as



part of the employees' base wage for purposes of determining the employee premium co-share.

<b>Income</b>	<b>Contributions based on Percentage of Regular Premium Rate</b>
<b>Less than \$50,000</b>	<b>10%</b>
<b>\$50,001- \$60,000</b>	<b>15%</b>
<b>\$60,001 and above</b>	<b>20%</b>

Members hired prior to January 1, 2008 who are eligible to retire with 30 years of MERS pensions credits and who do retire under MERS shall be afforded a single health insurance plan provided and paid for by the City from their date of retirement until the date upon which they qualify for Medicare or Medicaid or both at which time the City will no longer be required to pay the health insurance plan of the member-retiree. The member retiree's spouse shall also be eligible for health insurance for one (1) year following the retirement of the member at no cost to the member-retiree. Thereafter, the member-retiree shall be permitted to purchase health insurance coverage for the member's spouse only through the City's health insurance provider at the full premium rate charged to the City until such time as the spouse becomes Medicare or Medicaid eligible. In the event of the death of a retired member of the bargaining unit who is receiving health insurance coverage for the member's spouse, said coverage shall still be available for purchase until the spouse is eligible for Medicare or Medicaid.

**Members hired after January 1, 2008**

Health insurance will be paid by the City for all retiring members of the bargaining unit and their spouse for one (1) year after retirement under the same terms as active members. Retired members of the bargaining unit will be required to certify annually that the member is not eligible to receive comparable

insurance – defined as insurance with a premium co-payment that is no more than ten percent (10%) greater than the premium co-payment associated with the plan offered to the retired member by the City. In the event the retired member is eligible for, obtains, or is covered by comparable health insurance, the coverage provided by the City will be terminated. In the event of the death of a retired member of the bargaining unit who is receiving health insurance coverage for the member's spouse, said coverage shall continue up to a maximum of one (1) year from the date of death.

In the event that other City unions are given a better employee contribution scale, members of this union will be eligible for the same.

**(B)** In the implementation of Article 8.07 for members injured on the job, it is understood and agreed that members will use his/her City provided coverage first to cover any medical bills; and any excess cost shall be paid by the City of East Providence.

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

**15.03** 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.

**15.04** All active members shall be provided \$40,000 of group life insurance, which shall reduce to \$7,500.00 (paid for by the City) upon their retirement. All members hired after November 1, 2018, shall be provided with \$40,000 of group life insurance while they are active only and they will not receive the \$7,500.00 life insurance policy upon retirement.

Insurance for active members terminates on the last day of the month in which the member terminates employment. Members are responsible to contact the Personnel Office at least two weeks prior to separation from the City to select either option for insurance benefits after retirement.

**15.05** It is agreed that the extent of the City's obligation under Paragraphs 15.04, Life Insurance, and 15.01 and 15.02 of this contract is limited solely to the payment of its share of the cost of the insurance premium provided thereunder; and members and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and governed by the terms and conditions of the insurance policies issued to provide such benefits. Neither the City nor the Union shall themselves be obligated to pay any insurance benefits provided for in said paragraphs of this contract directly to members or their dependents or beneficiaries.



**15.06** Retirement as it applies to Section 8.03 (A) Sick Leave, and 15.01(A) Pension and Insurance, and Section 15.04 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 a member is only eligible for retirement benefits under the Federal Social Security System that member must have worked for five (5) years for the City to be entitled to benefits under this section.

**15.07** 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 members covered by the bargaining unit will participate under the provisions of § 45-21-52, Automatic Increase In Service Retirement Allowance, Plan B.

**15.08** Pension contributions made in connection with longevity payments will be made at the time the longevity payment is made.

## **ARTICLE XVI**

### **SAFETY AND HEALTH**

**16.01** The City shall conform with all Federal and State laws and regulations relating to the safety and health of the members including the maintenance of proper convenience in washrooms and lavatories.

**16.02** There shall be established a Joint Safety Committee with membership from the City and the Local Union. Three (3) Union members shall be designated by the Local Union from the Public Works Department and Parks and Recreation and three (3) City representatives shall be designated by the Mayor. The Personnel Director shall be a member of the Safety Committee. The

Safety Committee shall meet monthly at the discretion of the Chairperson of the Safety Committee to review and correct unsafe and unhealthy conditions on the job.

All safety and health problems shall first be discussed by the Division Head and the Steward for that division. If they are unable to resolve the matter, it shall be referred to the next Safety Committee meeting provided, however, that any situation that may place in jeopardy the loss of life, limb or health of any member shall be immediately taken up by the Department Head and the Local Union President. No members shall be required to perform work in jeopardy of life, limb or health.

**16.03 (A)** Members in the Department of Public Works, Department of Recreation, Animal Control, Public Buildings, and Engineering where working conditions require protective clothing and protective shoes, shall be provided a Clothing Allowance and a Shoe Allowance that collectively total four hundred (\$400.00) dollars annually, payable in one installment on the first non-pay period in June. Members receiving a Clothing Allowance will be required to follow the work clothes policy as follows:

Work clothes must be cleaned or washed frequently and must be kept 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 Mayor.

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.

**16.04** The City agrees that it will make every reasonable effort to correct unsafe and unhealthy conditions called to its attention by the Division Stewards or by the Joint Safety Committee.

**16.05** When a member is injured on the job, a report of such injury shall be promptly given to the Chairman of the Safety Committee.

**16.06** The City will provide, at no cost to the member, annual flu, typhoid, tetanus, and hepatitis B shots where necessary.

## **ARTICLE XVII**

### **LONGEVITY**

**17.01** Members covered by this Agreement shall receive longevity pay in accordance with the following schedule payable in one lump sum in the first pay period after the close of the applicable City fiscal year. Longevity shall be paid in a separate check apart from the regular payroll check. Members qualifying for such pay in mid-year shall receive a pro rata amount based on that portion of the year during which they were eligible.



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

Members hired after and including **November 1, 2021**

<b>SCHEDULE OF LONGEVITY</b>
<b>EFFECTIVE NOVEMBER 1, 2020</b>
4% of base pay earned after five (5) years of
5% of base pay earned after ten (10) years of
6% of base pay earned after fifteen (15) years
7% of base pay earned after twenty (20) years

Earned shall include base pay actually worked or paid as vacation leave, sick leave, sick bank leave, injured on duty leave, and personal day leave.

Longevity will be computed as part of a member's base pay as set forth in Schedule A beginning November 1, 1989 for pension purposes with applicable pension contribution deductions. Longevity pay will continue to be paid in one lump sum after the close of the applicable fiscal year.

### ARTICLE XVIII

#### MISCELLANEOUS

**18.01** Bulletin Boards. The City will allow the Union the use of bulletin board space.

**18.02 (A)** Bargaining unit members in the Police Department will receive a Three Hundred (\$300.00) Dollar uniform cleaning allowance per fiscal year.

**(B)** All members who are provided with uniforms or work clothing, as set forth above, are required to wear these uniforms and work clothing on the job.

(C) Members in the Division of Parks, Division of Recreation, Water Division minus the clerical staff, and field workers in Department of Public Works minus the clerical staff, will have the option of wearing shorts rather than long pants from May 1 through October 31 with the following guidelines and restrictions:

- All shorts must be Bermuda length (knee length)
- Color must be brown, tan, dark green, or blue (solid color only) no other permitted
- No cut-offs, blue jean or denim
- No stripes, dots, or any other patterns
- Must be in good condition (not ripped or torn)

Supervisor to decide which jobs require long pants. Supervisor decision will be final. Examples of jobs requiring long pants:

- Weed whacking and trimming
- Applying of pesticides and/or fertilizer
- Spraying for poison ivy
- Any application of chemical or hot material and all cut backs

Employee must bring to work and have with them at all times:

- Pair of long work pants to be put on when supervisor states that job requires long pants.

Any employee in violation will immediately lose his right to wear shorts for the rest of the summer.

**18.03** All wage payments shall be paid to members by direct deposit.

**18.04** When a member is subpoenaed by the Court to appear in Court on City business on his/her previously approved vacation day, Member will be compensated for the time spent including travel. Minimum pay to be four (4) hours pay at time and one half (1.5).

**18.05** The City agrees to pay the required annual professional dues and one-time license fees where applicable and/or desirable. Members of the Water Department will receive their water certification stipends in a separate direct deposit in a non-payroll cycle.

The Water Utility Worker and all Water Utility Division workers shall be paid a stipend for obtaining and maintaining State water operator certifications in the amounts indicated below. Stipends are to be pro-rated on a semi-annual basis beginning six months after obtaining the full certification license as follows:

Grade I (G) - \$250/year

Grade I (F) - \$500/year

Grade II (F) - \$750/year

Grade III (F) - \$1000/year

Grade IV(F) - \$1250/year

These stipends are being paid to recognize that employees are responsible for obtaining and maintaining the appropriate State of Rhode Island water system operator certification(s). The City will continue to provide the opportunity to earn the required continuing education credits as needed to maintain the member's certification.

It is the employee's responsibility to make himself/herself available for and to obtain the needed credits. If an employee decides not to participate in the City provided training, the employee has the responsibility to make arrangements to



earn credits necessary. The City will schedule, during the regular work week, the amount of training hours needed for each employee for each renewal period.

Any Water Utility Worker who chooses to voluntarily transfer to a laborer position outside of the Water Utilities Division will then be paid at the laborers rate in division transferred to.

State Certification, CDL, Hoisting Engineer's License, Demonstrated ability in utility location, marking, and inspection.

Water Utility Workers/Inspectors may be called for overtime for Dig Safe Markings or other inspection related work on a low overtime basis when a Utility Recorder/Inspector is unavailable. The Utility Recorders/Inspectors will continue to be the first called for overtime for Dig Safe Marking, inspection related work, and pipeline locating for water breaks/leaks as needed based upon the judgement of the supervisor, following current practice.

Increase the pay grade level of the Utility Operators from 33 to 34 provided that existing employees in this position obtain a Class A CDL with air brake endorsement. Employees that choose not to obtain a Class A license will remain at the pay grade 33. All new hires to this position will be required to hold a Class A CDL license with air brake endorsement. Acting pay for this position will be paid at grade 33 unless the employee has the Class A CDL.

**Tree Warden:** An annual stipend of \$2,000 will be paid to the "Tree Warden" in a separate direct deposit transfer in a non-payroll cycle during the month of August.

**18.06** The City agrees that the tool allowance for Central Garage Mechanics will be Three Hundred (\$300.00) Dollars annually payable on

presentation of receipts approved by the Central Garage Superintendent. Mechanics must have their tools on the premises during working hours.

**18.07** A member hired before May 1 in any fiscal year will receive the full annual clothing allowance one-half payable within thirty (30) days of their date of hire, and one-half on or about May 1. A member hired after May 1 in any fiscal year will receive one half of the annual clothing allowance for the year payable within thirty (30) days of employment.

For a member who fails to complete the probationary period and who is separated from City service, the clothing allowance previously paid will be deducted from the final pay in accordance with the expressed terms of a signed authorization.

**18.08** All members shall be required to provide an operating telephone number at which they can be reached.

**18.09** Members in positions that require it shall obtain and maintain a valid driver's license appropriate to their position. Members must immediately notify the City if their driver's license is or becomes suspended or revoked. Said member will be placed in another job if available and qualified.

**18.10** Members during snow emergencies shall have preference concerning trucks they operate unless special circumstances necessitate a deviation from this policy in which case superintendents will consult with Union Steward. If the matter is not satisfactorily resolved, the Mayor will arbitrate.

**18.11** Members of the bargaining unit shall be eligible for reimbursement for course or workshop costs taken in conjunction with the member's work upon successful completion of same.

These payments shall be subject to the following limitations:

- a) Only courses or workshops directly related to the member's work.
- b) Only courses approved in advance by the Division Head, Department Head and the Mayor
- c) The City, at its sole discretion, may approve or not approve such courses for specific members.
- d) Reimbursement shall be made upon presentation of a passing grade or certificate indicating satisfactory completion.
- e) As a guideline, courses or workshops will be limited to a total of two (2) per fiscal year per member.

**18.12** The City has created the positions of Welder/Fabricator and Finish Carpenter but the filling of such positions shall be at the Mayor's discretion. In the event these positions are not filled, an employee may be hired as a Welder or a Carpenter.

**ARTICLE XIX**

**SEVERABILITY**

**19.01** 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 valid and effective.

**ARTICLE XX**

**DURATION**

**20.01** This Agreement shall be effective November 1, 2020 and shall remain in full force and effect up to and including October 31, 2023 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 the expiration date of this Agreement or 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 not later than ninety (90) days prior to the expiration date in the year in which the notice is given.

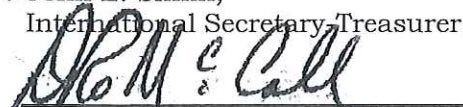



IN WITNESS WHEREOF, the parties by their duly authorized representative, hereto affix their signatures as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.


UNITED STEELWORKERS,  
ALF-CIO-CLC


  
Thomas M. Conway,  
President

  
John E. Shinn,  
International Secretary-Treasurer


  
D. R. McCall,  
Vice President, Administration

  
Fred Redmond,  
Vice President, Human Affairs

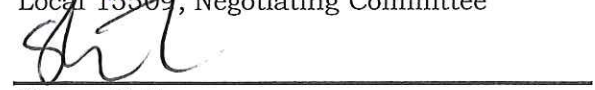
  
Del Vitale,  
Director, District 4

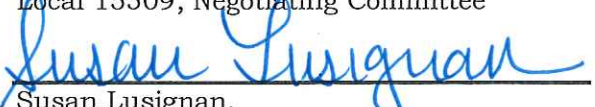
  
Abdellatif El Berehoui,  
Staff Representative


  
Louis Gelfuso,  
Local 15509, Negotiating Committee

  
Guy Penha,  
Local 15509, Negotiating Committee

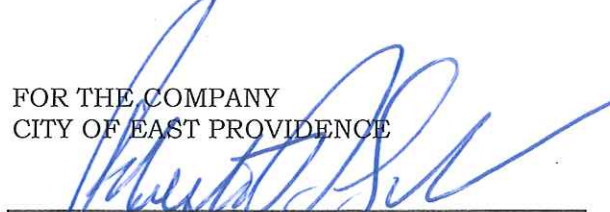
  
Alyssa Cadoret,  
Local 15509, Negotiating Committee

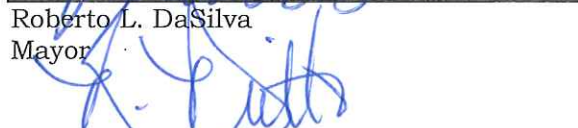
  
Shawn Fallon,  
Local 15509, Negotiating Committee

  
Susan Lusignan,  
Local 15509, Negotiating Committee

  
Karen Lanoue,  
Local 15509, Negotiating Committee

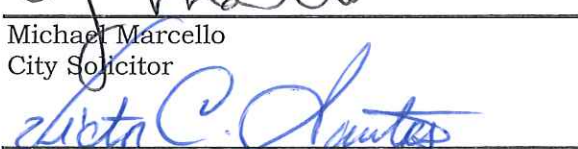
FOR THE COMPANY  
CITY OF EAST PROVIDENCE

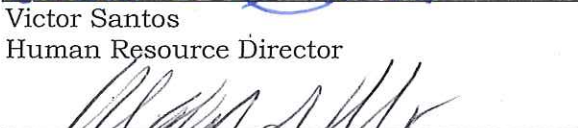
  
Roberto L. DaSilva  
Mayor

  
Robert Britto  
Council President

  
Napoleon Gonsalves  
Director of Administration

  
Michael Marcello  
City Solicitor

  
Victor Santos  
Human Resource Director

  
Malcolm Moore  
Finance Director



