

CONTRACT

BY AND BETWEEN

EAST PROVIDENCE PROFESSIONAL,  
MANAGERIAL, AND TECHNICAL  
EMPLOYEES ASSOCIATION

AND

CITY OF EAST PROVIDENCE  
RHODE ISLAND

EFFECTIVE NOVEMBER 1, 2009  
EXPIRES OCTOBER 31, 2012

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Exhibit A

Exhibit B

**AGREEMENT**

This Agreement is entered into by and between the City of East Providence and the employees covered by the East Providence Professional, Managerial and Technical Employees Association.

**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 carry out the personnel policy of the City of East Providence in encouraging a harmonious and cooperative relationship between the City and its employees by providing for procedures which will facilitate free and frequent communications between the City and the members of the East Providence Professional, Managerial and Technical Employees Association.

By means of this Agreement, therefore, the signatories hereto bind the City of East Providence and the East Providence Professional, Managerial and Technical Employees Association to maintain and improve the present standards of service to the City of East Providence, and agree further that high morale and good personnel relations are essential to carry out this end.

The City employees as individual members of the East Providence Professional, Managerial, and Technical Employees Association are to regard themselves as City Servants, and as such, they are to be governed by the highest ideals of honor, loyalty and integrity in all their public, personal and official relationships in order that they may merit the respect and confidence of the General Public, the City Council and the City of East Providence.

**ARTICLE I**

**1.01 Recognition**

The City recognizes the East Providence Professional, Managerial, and Technical Employees Association as exclusive bargaining agent representing all employees specified in Exhibit A in respect to wages, working hours, and other conditions of employment.

**1.02 Probationary Employees**

Probationary employees shall not become members of the Association until they have completed their probationary period and become permanent City employees. The City will notify the Association when probationary members complete their probationary period.

**1.03 Association Dues**

The City of East Providence shall deduct Association dues in accordance with the following authorization and shall forward to the Treasurer of the Association on a biweekly basis such amounts as deducted.

A check off list shall accompany the deductions forwarded setting forth the name and amount of dues deducted.

PROFESSIONAL MANAGERIAL AND TECHNICAL EMPLOYEES' ASSOCIATION

TO: CITY CONTROLLER  
CITY OF EAST PROVIDENCE, RHODE ISLAND

DATE: \_\_\_\_\_

I hereby authorize my employer to deduct from each biweekly payroll my Association dues until further notice.

Signature of Employee  
Department

#### **1.04 Non-member Association Dues**

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

The Association will provide employees who are eligible for membership in the Association but who elect not to join with an annual Treasurer's report showing in detail to whom and on what matters the dues and assessments were expended.

#### **1.05 Indemnification of Payroll Deductions**

The Association 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 Association dues, assessments, and Agency Shop fees.

#### **1.06 Notification/Consultation**

The City will notify the Association of the title, pay grade and job duties of any newly created positions or reclassified positions which should be included in Exhibit A. In addition, any job reclassification of an existing position by the City Manager may occur only after consultation with the Association executive committee. No reclassification shall be effective until thirty (30) days from the date of said consultation.

## **ARTICLE II**

### **2.01 Management Rights**

The Association agrees that the City has responsibility for the policies and administration of all departments 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 rights, 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 and/or the Charter of the City of East Providence. 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 Association, shall be limited only by specific and express terms of this Agreement.

## **ARTICLE III**

### **3.01 Non-discrimination**

It is the continuing policy of the City and the Association 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 Association 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 Association 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 IV**

### **4.01 Personnel Ordinance**

The City agrees that the members covered by this Agreement shall continue to receive all current benefits as provided in Chapter 11 of the Revised Ordinances of the City of East Providence, Rhode Island, 1987, entitled “Personnel, Pensions and Retirement”, as amended; except as otherwise modified hereinafter.

### **4.02 Past Practices**

The City agrees that all past practices and City policies as set forth by the Charter, Ordinances or by tradition shall continue to be in effect.

### **4.03 Seniority**

A. Seniority shall be defined as length of service with the City. Each employee shall have seniority from the latest date of hire as a permanent classified employee within their classification except as modified by Article 4.03(E) and except as modified by applicable state and federal law regarding veterans’ re-employment rights. 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. In the event that the employees are not selected from the same certified list, seniority shall be determined by the Association who will then submit the seniority assigned to the City.

B (1). The probationary period of a new employee shall be six (6) months and may be subject to a six-month extension at the discretion of the City Manager. Upon completion of said probationary period, such an employee, if retained by the City, shall be placed in the appropriate seniority roster as provided in paragraph 4.03(A) above.

(2) An employee appointed from a promotional list who does not successfully complete the probationary period shall be reinstated to a position in the class occupied by the employee within the Association immediately prior to the promotion. The probationary period for promoted employees shall be six (6) months.

C. Seniority within the same classification will apply within each department with respect to vacation preference. Vacation shall be selected by March 1. After such date, vacation shall be taken in the chronological order in which such time is requested subject to department head approval.

D (1). In the event of a reduction in work force, it is agreed that employees will be subject to layoff in the inverse order of their seniority within the department where the reduction in work force takes place. Seniority shall accrue during such layoff period. If the need for layoff is over, the employee shall be returned to work in the order of their seniority and this recall provision shall apply for a period of two years from the date of layoff.

(2) Employees on layoff under Paragraph D(1) shall be notified by certified mail, return receipt requested when that employee is to be returned from layoff as provided for in Paragraph D(1) above. The employee shall return to work no later than fifteen calendar days from the date of the receipt of the recall letter. If the recall is to a job classification with a lower salary than that from which the employee was placed on layoff, the employee shall have the right to refuse said recall. If recalled to the position from which the layoff occurred, the employee shall return to work as provided above. Failure to do so will result in the loss of recall rights described in Paragraph D(1) above.

E. Any employee officially assuming the duties and responsibilities of a higher classification than that which the employee holds for more than thirty days shall move through the classification steps in accordance with the established classification step schedule.

## ARTICLE V

### **5.01 Pay Rates**

Effective November 1, 2009, there will be a three (3%) percent increase in salaries for all members of the bargaining unit.

Effective November 1, 2010, there will be a three (3%) percent increase in salaries for all members of the bargaining unit.

Effective November 1, 2011, there will be a wage re-opener only. Negotiations will commence by August 1; and if an agreement is not reached by October 1, the matter shall be referred by either party to binding arbitration with the American Arbitration Association.

### **5.02 Merit Pay Plan**

The City Manager may give members covered by this Agreement a merit pay increase of not less than two (2%) percent nor more than five (5%) percent of the member's base salary rate as of November 1. The increase will become part of the member's base salary. The City Manager will determine which members shall receive the merit pay increase in any year based on outstanding job performance during the previous year. Members still receiving step increases shall not be eligible for these merit increases.

## ARTICLE VI

### **6.01 Longevity**

(A) Members employed by the City as regular classified employees prior to November 1, 1979 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 will be paid in a separate 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) Members covered by this Agreement hired after November 1, 1979 shall receive longevity pay as stated in 6.02 with the added condition that their job performance is satisfactory. A member whose job performance is deemed unsatisfactory may have longevity pay denied, delayed or reduced for that given year. If a member disagrees that their job performance warrants denial, delay or reduction of their longevity pay, then that employee may appeal through the grievance procedure in Article XXVI, Section 26.01.

**6.02 Schedule of Longevity Pay**

Members covered by this Agreement shall receive longevity pay in accordance with the following schedule effective after the close of each fiscal year:

<b>SCHEDULE OF LONGEVITY PAY 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

**6.03 Longevity for Pension Purposes**

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

**ARTICLE VII**

**7.01 Vacation Eligibility**

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 any employee completing a calendar 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

All vacation leave is earned in one calendar year and taken in the following calendar year.

### **7.02 Vacation Carryover**

Vacation earned may be accrued for a two-year period with the prior approval of the City Manager provided the member's request shall be in writing. Vacation not used by the end of the year may be transferred to the employee's sick leave balance.

### **7.03 Merit Leave**

The City Manager, at his sole discretion, may reward members with additional vacation leave for meritorious service. Such vacation shall not be added to a member's vacation accrual rate.

## **ARTICLE VIII**

### **8.01 Holidays**

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

Including Good Friday afternoon, Christmas Eve and New Year's Eve afternoons; and a floating holiday of the member's choice with the approval of his/her department or division head.

When any authorized holiday occurs on Sunday, the following business day shall be considered the holiday. When any authorized holiday occurs on Saturday, an alternate holiday shall be determined at the discretion of the City Manager. When a holiday occurs on a Library employee's regular day off, that individual shall be allowed to take a floating holiday.

## **ARTICLE IX**

### **9.01 Personal Days**

Personal leave may be drawn only at a time convenient to and approved in advance by the City.

Written application for personal leave shall be made in advance stating the time of such requested leave. Personal 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.

All permanent classified members of the bargaining unit shall be granted three (3) personal leave days per City fiscal year. If a member resigns, retires, or is terminated in the first six months of a fiscal year, that member shall be entitled to only two (2) personal leave days in that fiscal year. If the member has already taken three (3) personal leave days, the value of the third day will be deducted from the member's final paycheck. Personal days are not granted to and cannot be taken by members on probationary status. If a member completes the six-month probationary period before May 1, that member would receive three (3) personal leave days for that fiscal year. If a member completes the six-month probationary period after May 1, that member would receive two (2) personal leave days for that fiscal year. If a member is on probation on October 31, the last day of

the fiscal year, then that member would receive no personal leave in that fiscal year.

The personal leave days cannot be accrued from year to year and must be used in the City fiscal year in which they were earned.

If a member has not used personal leave days by October 31, the member will receive a day's pay for each unused personal leave day up to a maximum of two (2) days. Half days will be prorated; the value of the day's pay will be calculated on the member's base salary rate as of October 31.

## **ARTICLE X**

### **10.01 Sick Leave**

(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. As of November 1, 2006, sick leave may also be used for a maximum of four (4) days per fiscal year for personal reasons. These four (4) days will be treated as sick leave and will not fall under the provisions of personal leave (See Section 9.01). It may also be granted for a maximum of three (3) days in any one year for illness in the immediate family.

(B) Upon retirement only, a member of the bargaining unit shall receive payment for fifty (50%) percent of their accrued sick leave, but such payment shall not exceed a total of Fifteen Thousand (\$15,000.00) Dollars.

Retirement as it applies here will be understood as eligibility and application for a pension in the Municipal Employee's Retirement System of the State of Rhode Island.

(C) Whenever a member dies while in the employ of the City, the City shall pay to the deceased member's beneficiary as designated under the Municipal Employee's Retirement System of the State or to the widow, husband, or heirs-at-law as hereinafter set forth a sum of money computed

on the basis of their weekly earnings for accumulated sick leave and vacation leave which had accrued to such deceased member at the time of their death. In the event that such deceased member has failed to designate a beneficiary for such payment, then such sum of money shall be paid first to the surviving widow or husband and, if there is no surviving widow or husband, then to the surviving children in equal shares; provided that if such deceased member has not designated a beneficiary and leaves no widow, husband or child, then such accrued benefits shall be paid to his/her next of kin.

(D) When a member of the East Providence Professional, Managerial and Technical Employees Association (EPPMTEA) is laid off or involuntarily severed from employment, the City Manager will make an effort to find suitable alternate employment. If no suitable alternate employment can be found, those employees with ten (10) or more years of service will receive 50% of their accrued sick leave up to the maximum limit in Article 10.01 of the contract upon termination.

#### **10.02 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 Association.

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.

Any permanent member may transfer within any twelve-month period up to three (3) days of the member's 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 of his/her accumulated sick leave and vacation leave credits.

The maximum time limit under which a member can be covered by others sick leave shall be twenty-five (25) work days.

## **ARTICLE XI**

### **11.01 Leave of Absence-Vacation Time**

Vacation time shall not accrue at the established rate per month when a member is out on leave without pay during that entire month.

### **11.02 Leave of Absence-Sick Leave**

Sick leave shall not accrue at a rate of one and one quarter (1 1/4) days per month when a member is out on leave without pay during the entire month.

### **11.03 Leave of Absence-Military Leave**

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 15 days or less in any one fiscal year at any time while so employed by the City shall be paid 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 section relative to the difference in earnings shall not apply.

## **ARTICLE XII**

### **12.01 Health Care Coverage-Blue Cross**

(A) All members covered by this Agreement shall receive Blue Cross Healthmate Coast to Coast, family coverage as needed, including a Student to age 25 rider, a Chiropractic rider and the following co-pay provisions: medical office visits - \$15.00 co-pay; emergency room visits - \$50.00 co-pay; prescription drugs - 20% co-pay for generic drugs; 25% co-pay for name brand drugs; and 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.

(B) Employees retiring after July 1, 1987 shall receive Blue Cross Healthmate Coast to Coast family coverage health insurance including a Student to Age 25 rider, a Chiropractic rider and a prescription drug 80/20 plan until they are eligible for Medicare or Medicaid provided that members retiring at age 62 or over shall receive coverage for three (3) years. In the event of the death of a member or retired member who is receiving health insurance coverage, said coverage shall continue up to the maximum of three (3) years from either the date of the retirement or death of the active member. 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.

As of the following pay period, the members of the East Providence Professional, Managerial and Technical Employees Association 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 and for the following contractual years.

Effective November 1, 2009, active members ONLY hired prior to November 1, 2008 will contribute on a pre-tax basis to be applied to the principal only (not WRI portion) \$16.00 per week and active members ONLY hired on or after November 1, 2009 will contribute on a pre-tax basis to be applied to the principal only (not WRI portion) \$32.00 per week.

Effective November 1, 2010, active members ONLY hired prior to November 1, 2008 will contribute on a pre-tax basis to be applied to the principal only (not WRI portion) \$18.00 per week and active members ONLY hired on or after November 1, 2010 will contribute on a pre-tax basis to be applied to the principal only (not WRI portion) \$35.00 per week.

Effective November 1, 2011, active members ONLY hired prior to November 1, 2008 will contribute on a pre-tax basis to be applied to the principal only (not WRI portion) \$20.00 per week and active members ONLY hired on or after November 1, 2011 will contribute on a pre-tax basis to be applied to the principal only (not WRI portion) \$40.00 per week.

### **12.02 Health Care Coverage - Dental**

The City shall provide and pay for dental coverage through Level IV, family coverage, including 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 the Association alternate dental care coverage and service that is equivalent to that provided under this Agreement.

### **12.03 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 medical or dental coverage, but the City shall provide the member and spouse with the plan having 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 spouse without the coverage shall be immediately granted the coverage of that employee's bargaining 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.

#### **12.04 Health Care Coverage--On-the-job Injury**

In the implementation of Article 16.01, it is understood and agreed that employees injured on the job shall use their Healthmate Coast to Coast coverage first to cover any medical bills; and any excess cost shall be paid by the City of East Providence.

### **ARTICLE XIII**

#### **13.01 Life Insurance**

All active members shall be provided \$45,000.00 of group life insurance while active which shall reduce to \$7,500.00 (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.

Former employees who are retired with an amount of group life insurance in excess of \$20,000.00 shall be afforded the opportunity for a thirty (30) day period to elect the City paid \$7,500.00 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 a member terminates his/her employment. Members are responsible for contacting the Personnel Office in writing at least two weeks prior to separation from the City to select either option for insurance coverage after retirement. Retirement as it is applied here will be understood as

eligibility and application for a pension in the Municipal Employees Retirement System of the State of Rhode Island.

The City's obligation with regard to life insurance is limited solely to the payment of its cost of the insurance program, and members 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 Association shall be obligated to pay any insurance benefits provided for in this section directly to the members or their dependents or beneficiaries.

#### **ARTICLE XIV**

##### **14.01 Meal Allowance**

The following positions will be entitled to receive a Six (\$6.00) Dollar meal allowance when supervising a member of a bargaining unit who is receiving a meal allowance:

Assistant Superintendent of Wastewater Treatment  
Assistant Highway Superintendent  
Water Meter Supervisor  
Collection and Distribution System Supervisor  
Labor Supervisors (Highway, Parks, Central Garage)  
Electrical Maintenance Supervisor  
Assistant Electrical Maintenance Supervisor

##### **14.02 Overtime Allowance**

The following members shall receive time and one-half pay or compensatory time when they work beyond their regular hours or when called back for actual time worked. Overtime or callback will be at double time on Sunday. Compensatory time will be allowed to accumulate to a maximum of three (3) days. Any callback or overtime earned in excess of three (3) days must be received in the form of pay.

Assistant Superintendent of Wastewater Treatment

Assistant Highway Superintendent  
Water Meter Supervisor  
Collection and Distribution System Supervisors  
Labor Supervisors (Highway, Parks)  
Electrical Maintenance Supervisor  
Assistant Electrical Maintenance Supervisor  
Superintendent of Highway  
Superintendent of Wastewater  
Superintendent of Central Garage  
Superintendent of Water Utilities  
Superintendent of Public Buildings

#### **14.03 Clothing Allowance**

Members that are eligible to receive uniforms will be allowed an optional clothing allowance of Seven (\$7.00) Dollars per week in lieu of City provided uniforms.

Lab Director/Senior Chemist  
Environmental Engineer/Pre-Treatment Coordinator  
Collection and Distribution System Supervisors  
Electrical Maintenance Supervisor  
Assistant Superintendent of Wastewater Treatment  
Superintendent of Wastewater Treatment  
Superintendent of Central Garage  
Labor Supervisor (Highway)  
Superintendent of Highway  
Superintendent of Public Buildings  
Superintendent of Water  
Superintendent of Parks  
Water Meter Supervisor  
Labor Supervisor (Central Garage)  
Labor Supervisor (Parks)  
Pretreatment Coordinator  
Assistant Electrical Maintenance Supervisor  
Assistant Highway Superintendent

### **ARTICLE XV**

#### **15.01 Maintaining Vital City Operations**

(A) The Association members agree to perform work necessary to maintain vital operations

within the City in the event of a work stoppage, slowdown, or interruption by other employees of the City.

(B) During a work stoppage, slowdown, or interruption, members who are required to perform duties other than those regularly performed within their department during their regular work week shall receive premium pay equal to twenty-five (25%) percent of their regular pay for all such hours worked.

(C) During a work stoppage, slowdown, or interruption, members who are required to perform duties other than those regularly performed within their department, and who are required to perform those duties at hours other than their regular work hours, shall receive time and one half of their regular pay for all such hours worked.

(D) During a work stoppage, slowdown, or interruption, members who are required to work in excess of eight (8) consecutive hours in one day, or in excess of forty (40) hours in one week, or who are required to work on Saturdays, Sundays, or holidays shall be paid time and one half of their regular pay for all such hours worked.

(E) Section (B), (C) and (D) of this section shall not be interpreted in any way that allows for calculation of more than one (1) premium to be paid on the same or a portion of the same hours.

## **ARTICLE XVI**

### **16.01 Injured on Duty Leave**

Whereas, it is incumbent on the City and the Association to work together cooperatively to return injured employees to work as soon as possible.

(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 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 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 Association 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 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, 1994, employees on injured-on-duty status shall have their pay computed on ninety (90%) percent of the regular stated salary schedule for the 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 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 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, 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.

## **ARTICLE XVII**

### **17.01 Liability Protection**

In the event that a member is sued civilly as a result of an incident or decision which arose in the course of his/her employment as a City Official, the City shall defend the member in said civil claim and pay any judgment resulting therefrom. However, in the event that a criminal investigation and/or complaint is involved, the City shall defend said member only after all criminal matters concerning said member have been finally adjudicated. The City shall not be obliged to defend a member in criminal proceedings involving said member. However, the City shall pay all reasonable attorney fees incurred by a member if said member is finally adjudicated not guilty of charges resulting from an incident or decision which arose in the course of his/her employment.

## **ARTICLE XVIII**

### **18.01 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, for the purpose of attending funeral services and making necessary arrangements therefor. The term "immediate family" shall be defined to include father, mother, spouse, children, brother and sister of the 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, up to 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.

## **ARTICLE XIX**

### **19.01 Educational Expenses**

Members of the bargaining unit shall be eligible for reimbursement of tuition costs and required books for all courses required to fulfill degree requirements in a job related field of study upon successful completion of such courses. These payments shall be subject to the following limitations:

(A) All courses required to fulfill degree requirements in a job related field of study approved in advance by the division or department head and the Personnel Director;

(B) Each member shall be limited to two (2) courses per fiscal year;

(C) Reimbursement shall be made upon presentation of grade reports indicating the member has achieved a passing grade;

(D) Courses must be 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 XX**

### **20.01 Jury Duty**

Regular full-time members shall be granted leaves of absence for required jury, grand jury,

and similar civic duty requiring appearances before a court or other public body. Such members 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 daily jury rate of \$15.00 nor shall the total reimbursement exceed the total jury pay. If the amount of money and the receipts turned in by the member do not total the jury check, the difference will be deducted from the member's biweekly payroll check. Travel mileage will be paid at the rate of \$.21 per mile from place of residence 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.

## **ARTICLE XXI**

### **21.01 Professional Development**

The City and the Association will jointly plan, coordinate, and sponsor at least two training or educational sessions a year to enhance the personal and/or professional development of the City's managerial, supervisory, technical, and professional members. The City will pay for registration, speaker fees, or conference fees associated with the sessions which will be held during working hours whenever possible. The sessions may be mandatory or voluntary depending on their nature and purpose. The City will set aside \$2,500.00 in the budget for professional development.

### **21.02 Promotional Opportunities**

To the extent possible, vacancies occurring within this unit shall be made available to other members of the unit depending upon fitness and ability. If no member is considered qualified, the

position will be filled by either promotion from within the City or outside examination.

## **ARTICLE XXII**

### **22.01 Fitness Membership**

Members will receive \$100.00 per fiscal year for fitness costs, health club membership, weight loss program or for individual or family member counseling co-payment costs; or for other benefits at their discretion.

## **ARTICLE XXIII**

### **23.01 Resignation**

Members must give at least a two (2) week notice prior to retiring or resigning from City employment. It is desirable in all supervisory, professional, technical and managerial positions to give a month's notice.

## **ARTICLE XXIV**

### **24.01 Pension Plan**

The City of East Providence, a participating municipality as defined in the General Laws of Rhode Island, Section 45-21 entitled "Retirement of Municipal Employees" and members covered by the Association will participate under the provisions of Section 45-21-52 entitled "Automatic increase in service retirement allowance", Plan B effective January 1, 1986.

## **ARTICLE XXV**

### **25.01 Deferred Compensation**

Two Thousand (\$2000.00) Dollars will be deposited annually for each member at the beginning of the fiscal year into a deferred compensation vehicle determined by the City. If a member terminates employment with the City during the year, a pro rata amount will be deducted from the final check. Members with less than one full year of service at the beginning of the fiscal

year will receive a pro rata amount based upon time worked.

## **ARTICLE XXVI**

### **26.01 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 Association at the time of said discharge the reasons for discharge in writing by giving a copy to the Association President. In the event the Association 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 the grievance procedure set forth in Article XXVII hereof.

(b) The City shall have the 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 26.01 (a) above or by the grievance procedure set forth in Article XXVII hereof.

## **ARTICLE XXVII**

### **27.01 Grievance Procedure**

For the purpose of resolving alleged grievances of members of the Association arising out of the interpretation of this agreement, the grievance procedure shall be as follows:

(a) When a member has a grievance, the member may bring it to the attention of the Association.

(b) A representative of the Association, within ten (10) days thereof, may arrange a meeting with the member, the aggrieved member's supervisor, the department head and the Director of Personnel. The City will answer the grievance within ten (10) days.

(c) If agreement cannot be reached, the decision may be appealed to the City Manager who

will schedule a meeting within ten (10) days. If his answer is not satisfactory, the matter may be referred to Step (d).

(d) In all matters except those involving promotion, demotion, transfer, suspension or discharge if the matters are not settled within ten (10) working days of the Step (c) meeting, the grievance shall be taken up under Step (e). Matters concerned with demotion, transfer, suspension, and discharge not settled within ten (10) working days of the Step (c) meeting may be appealed by the aggrieved employee to the Personnel Hearing Board. 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 (e).

(e) A grievance not satisfactorily settled under Steps (b), (c), and (d) may 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.

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

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

## **ARTICLE XXVIII**

### **28.01 Work Stoppage**

In consideration of the supervisory and managerial responsibility of the members of the Association such supervisory, managerial and technical employees of the City of East Providence shall have no right to engage in any work stoppage, slowdown, or strike.

The Association members agree that they shall not engage in concerted use of sick leave or personal days.

In the event of unauthorized interruptions, the Association agrees that it shall join the City in requiring its members to return to work immediately. In the event of a violation of this article by the Association and/or the members, the City may, in addition to other remedies, discipline such members up to and including discharge, subject to review as defined under the Personnel Ordinance.

Members shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work slowdown, interruption, or stoppage.

This article shall survive the term of this contract.

## **ARTICLE XXIX**

### **29.01 Duration of This Agreement**

This Agreement shall be for a term commencing the first day of November, 2006 and shall continue and remain in full force and effect until October 31, 2009 and from year to year thereafter unless either party at least one hundred twenty (120) days prior to the expiration date in 2009 or in any year thereafter gives to the other party written notice of its intention to terminate or amend this Agreement.

The City agrees to recognize, bargain and negotiate in good faith with the East Providence Professional, Technical and Managerial Employees Association concerning any extension, modification or renewal of this Agreement.

### **29.02 Scope of the 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, for the life of this Agreement, the City and the Association within the provisions of law 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.

**29.03 Severability**

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

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

**CITY OF EAST PROVIDENCE**

**EAST PROVIDENCE PROFESSIONAL,  
MANAGERIAL, AND TECHNICAL  
EMPLOYEES ASSOCIATION**

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Richard M. Brown  
City Manager

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Thomas Azevedo, President