

CONTRACT

BY AND BETWEEN

EAST PROVIDENCE PROFESSIONAL,
MANAGERIAL, AND TECHNICAL
EMPLOYEES ASSOCIATION

AND

CITY OF EAST PROVIDENCE
RHODE ISLAND

EFFECTIVE NOVEMBER 1, 2017
EXPIRES OCTOBER 31, 2020

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AGREEMENT

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

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 Members

Probationary members 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 Membership Lists

The City shall provide, upon request from the Union, to the Association President and Union Executive Director, on a quarterly basis, the following information on every EPPMTEA bargaining unit member: name, address, phone number, and birthdate.

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 members represented by the Association, shall be limited only by specific and express terms of this Agreement.

ARTICLE III

3.01 Non-discrimination

The City will comply with all federal and state laws with regard to workplace discrimination.

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

For the purpose of this Agreement, a past practice is accorded the equivalent force of express meaning within a contract only when the number of occasions of unvarying application over a reasonably extended time demonstrates a knowing and willing acceptance by both parties of a consistent and identical outcome.

4.03 Work Hours – Water, Parks, Highway, Central Garage

The work hours for the Water, Parks, Highway, and Central Garage divisions shall be from 7:00 AM to 3:30 PM, Monday through Friday, with a half hour unpaid for lunch. Members working in these division shall be eligible for all allowances as set forth in Article 14.

4.04 Seniority

A. Seniority shall be defined as length of service with the City. Each member shall have seniority from the latest date of hire as a permanent classified employee within their classification except as modified by Article 4.04(E) and except as modified by applicable state and federal law regarding veterans' re-employment 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. In the event that the members 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. Probationary Period

1. The probationary period of a new member shall be six (6) months and may be subject to a six-month extension at the discretion of the City Manager/Mayor. Upon completion of said probationary period, such a member, if retained by the City, shall be placed in the appropriate seniority roster as provided in paragraph 4.04(A) above.

2. A member 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 member within the Association immediately prior to the promotion. The probationary period for promoted members shall be sixty (60) days.
- 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. Layoff/Recall
1. 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 department where the reduction in work force takes place. Seniority shall accrue during such layoff period. If the need for layoff is over, the members 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. Members on layoff under Paragraph D(1) shall be notified by certified mail, return receipt requested when that member is to be returned from layoff as provided for in Paragraph D(1) above. The member 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 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 Paragraph D(1) above.

- E. Any member officially assuming the duties and responsibilities of a higher classification than that which the member 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

- A. Wages for members covered by this agreement will be listed in the attached Exhibit A.
- B. Wages shall be adjusted in accordance with the following schedule:
 1. Effective November 1, 2017 there will be a two (2%) percent increase in salaries for all members of the EPPMTEA bargaining unit. Said increases shall be paid retroactively to all members.
 2. Effective November 1, 2018 there will be a two (2%) percent increase in salaries for all members of the EPPMTEA bargaining unit.
 3. Effective November 1, 2019 there will be a two (2%) percent increase in salaries for all members of the EPPMTEA bargaining unit.

5.02 Merit Pay Plan

The City Manager/Mayor may give members covered by this Agreement a merit pay increase of no 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/Mayor 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.

5.03 Direct Deposit

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

ARTICLE VI

6.01 Longevity

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 member 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, computed as part of a member's base pay for pension purposes in accordance with the appropriate Employees' Retirement System of Rhode Island "ERSRI" deductions, based on the following schedules effective after the close of each fiscal year:

SCHEDULE OF LONGEVITY PAY FOR ALL MEMBERS HIRED PRIOR TO NOVEMBER 1, 2018
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

**SCHEDULE OF LONGEVITY PAY
FOR MEMBERS HIRED ON OR AFTER
NOVEMBER 1, 2018**

(Unless already continuously employed by the City prior to November 1, 2018)

4% of base pay earned after five (5) years' service
5% of base pay earned after ten (10) years' service
6% of base pay earned after fifteen (15) years' service
7% of base pay earned after twenty (20) years' service

ARTICLE VII

7.01 Vacation Eligibility

- A. A member hired before July 1 in any calendar year will accrue ten (10) working days of vacation which can be taken in the following calendar year.
- B. A member hired on or after July 1 in any calendar year will accrue five (5) working days of vacation which can be taken in the following calendar year.
- C. Subsequently any member completing a calendar year of service will earn vacation in accordance with the following schedules:

SCHEDULE OF VACATION PAY FOR ALL MEMBERS HIRED PRIOR TO NOVEMBER 1, 2018	
YEARS OF SERVICE	WEEKS OF VACATION
1 Year	2 Weeks
3 Years	3 Weeks
10 Years	4 Weeks
15 Years	5 Weeks
16 Years	5 Weeks & 1 Day
17 Years	5 Weeks & 2 Days
18 Years	5 Weeks & 3 Days
19 Years	5 Weeks & 4 Days
20 Years	6 Weeks

**SCHEDULE OF VACATION PAY
FOR ALL MEMBERS HIRED ON OR AFTER
NOVEMBER 1, 2018**

(Unless already continuously employed by the city
prior to November 1, 2018)

YEARS OF SERVICE	WEEKS OF VACATION
1 Year	2 Weeks
5 Years	3 Weeks
10 Years	4 Weeks
20 Years	5 Weeks

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

7.02 Vacation Carryover

Members may accrue up to forty-eight (48) hours of vacation per year, up to a maximum of two hundred hours (200) to be used in subsequent years with the prior approval of the City Manager/Mayor provided the member's requests shall be in writing. Unused carried over vacation time will not be paid out on retirement or departure. Members cannot transfer unused vacation time to his/her sick leave balance. If a member dies while in the employ of the City, the City shall pay to the deceased member's beneficiary, as designated under the City life insurance policy, a sum of money computed on the basis of their weekly earnings for accumulated vacation leave which had accrued to such deceased member at the time of their death.

ARTICLE VIII

8.01 Holidays

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Victory Day	2 nd Monday in August
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Election Day	1 st Tuesday after 1 st Monday in November in each even numbered year
Veterans Day	November 11
Thanksgiving Day	4 th 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/Mayor. When a holiday occurs on a Library member'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/Mayor. Personal leave days must be taken in no less than one-half (1/2) day at a time.

All permanent classified members of the EPPMTEA 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 one (1) personal leave day in that fiscal year. If the member has already taken two (2) or three (3) personal leave days, the value of the second and 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 two (2) personal leave days for that fiscal year. If a member completes the six-month probationary period after May 1, that member would receive one (1) personal leave day 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 days by October 31 in a given fiscal year, then said member shall receive a day's pay, which is non-pensionable, for each unused personal leave day up to a maximum of two (2) days. Any half days will be prorated. The value of the day's pay or prorated pay shall be calculated based on the member's base salary rate as of October 31 in the fiscal year in which said personal days were to be used.

ARTICLE X

10.01 Sick Leave

- A. Members shall receive fifteen (15) sick days per year for use because of actual personal illness, non-compensable bodily injury or disease and exposure to contagious disease not connected with City employment. It may also be granted for a maximum of five (5) days in any one year for illness in the immediate family. As of November 1, 2014, 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). There shall be no maximum accrual on sick leave.
- B. Upon retirement only, a member of the EPPMTEA bargaining unit shall receive payment for fifty (50%) percent of their accrued sick leave, but such payment shall not exceed a total of Five Thousand (\$5,000.00) 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.

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 four (4) 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 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 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 member 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

- 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 he or she 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 percent (10%) greater than the member premium copayment associated with the plan offered by the City.

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

Member cost-sharing shall be based on the following schedule (income amounts will be based on the member's prior year state W-2 gross wages; for members employed by the City for less than one year, income amounts will be based on base wages):

Income	Contribution
Less than \$30,000	10%
\$30,000 to less than \$46,000	15%
\$46,000 to less than \$95,000	20%
\$95,000 and above	25%

Effective June 30, 2013, the City may provide medical benefits through a high-deductible plan. If the City elects to do so, it will pay the difference in between the deductible described in Appendix A and the high-deductible plan through a Health Reimbursement Account.

B. Effective November 1, 2017, health insurance will be paid by the City for all retiring members of the EPPMTEA bargaining unit and their spouse for one year after retirement under the same terms as active members at the same rate paid prior to retirement. Retired members of the EPPMTEA bargaining unit, other than those with twenty-five (25) years of service as of the date of this agreement, will be required to certify annually that he or she 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 copayment associated with the plan offered to the retired member by the City. In the event that the retired member is eligible for or obtains or is covered by comparable health insurance, the coverage provided by the City will be terminated.

C. Members with twenty-five (25) years of service as November 1, 2012, shall receive, until he/she is eligible for Medicare and with no co-share, either:

1. Family coverage health insurance, if married with dependents under the age of 26;
- or,
2. Two individual plans if married with no dependents under the age of 26; or,
3. Individual coverage health insurance

D. Members with twenty-five (25) years of service as November 1, 2017, shall receive, until he/she is eligible for Medicare and with a co-share equal to what he/she paid prior to retirement, either:

1. Family coverage health insurance, if married with dependents under the age of 26;
or,
2. Two individual plans if married with no dependents under the age of 26; or,
3. Individual coverage health insurance

E. In the event of death of an active or retired member who is receiving health insurance coverage for his or her spouse, said coverage shall continue, under the same co-share contribution requirement, up to a maximum of one (1) year from the date of death.

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 members 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.

Member contributions towards Dental shall be in accordance with the following:

Year	Contribution
Effective November 1, 2017	0%
Effective November 1, 2018	0%
Effective November 1, 2019	5%

12.03 Duplicate Coverage

When a member of the EPPMTEA bargaining unit and a spouse are both members 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 member'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 members injured on the job shall use their health 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 members upon retirement. All members hired after October 31, 2017 shall be provided with \$45,000.00 of group life insurance while they are active only and they will not receive the \$7,500.00 life insurance policy upon 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 Highway Superintendent
Water Meter Supervisor
Labor Supervisors (Highway, Parks, Central Garage, Water)

14.02 Overtime Allowance

All members shall receive time and one-half pay or compensatory time when they work beyond forty (40) hours or when called back for actual time worked. Overtime or callback will be at double time on Sunday, unless said day is included as part of a member's regular work schedule (i.e. Library and Carousel). The Library and Carousel are not eligible for double time on Sunday. Compensatory time will be allowed to accumulate to a maximum of forty (40) hours. Any callback or overtime earned in excess of forty (40) hours must be received in the form of pay. Members shall be allowed to carryover any unused compensatory time from one year to the next, provided that members cannot accrue more than forty (40) hours maximum combined. Any members who, prior to the date of this Agreement, accrued over forty (40) hours of compensatory time, shall not be allowed to

accrue compensatory time until his/her total accrual falls below the forty (40) hour maximum accrual.

14.03 Flex-Time Allowance

A member may request a “flex-time accommodation” which shall act as an adjustment to a member’s working hours for a specified period of time. “Flex-time accommodation” requests shall be presented to a Department Head who shall certify that the accommodation will not disrupt the ability of the department to operate and/or impair services to the taxpayers during that time and shall approve or deny the flex time request in writing. Each accommodation shall be viewed as a unique situation and the granting of any single request shall not be viewed as a past practice for allowing future requests made by members under similar circumstances.

If a member is denied a flex-time request, then he/she shall have the option of appealing said decision to the City Manager/Mayor, who shall then review the Department Head’s decision and make a determination regarding the member’s appeal. The decision by the City Manager/Mayor shall be final and binding.

14.04 Clothing Allowance

Members hired prior to November 1, 2017 that are eligible to receive uniforms, as listed below, will be provided with a clothing allowance of Three Hundred and Sixty-Five (\$365.00) Dollars per year, payable on the 1st pay period in November, in lieu of City provided uniforms. There shall be no clothing allowance for members hired on or after November 1, 2017.

Collection and Distribution System Supervisors
Superintendent of Central Garage
Superintendent of Highway

Superintendent of Public Buildings
Superintendent of Parks
Assistant Superintendent of Parks
Water Meter Supervisor
Assistant Highway Superintendent
Assistant Superintendent of Public Buildings
Assistant Fleet Manager

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 work 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.
- C. Section (b) 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

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

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. Such illness or injury must be reported to the member's supervisor and the member 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 member's physician 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 of 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 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 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.

- 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. The City will pay ten (10%) percent of the injured member's salary for as long as they are on Worker's Compensation in order to make that member whole for healthcare and pension purposes. The term "whole" is defined as payment, during the time that the member is on Worker's Compensation, of the member's healthcare premium co-share, and a minimum pension contribution to ERSRI according to

their years of service. Members injured on duty shall use their health insurance for all medical costs, but said members can submit receipts for their co-payments/deductibles for reimbursement and the City agrees to pay for all medical expenses arising from such injury and/or illness or exposure. 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.

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 EPPMTEA 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

- A. Members of the EPPMTEA 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.
- B. All reimbursements covered under this Article shall be subject to the following limitations:
 - 1. 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;
 - 2. Each member shall be limited to two (2) courses per fiscal year;
 - 3. Reimbursement shall be made upon presentation of grade reports indicating the member has achieved a passing grade;
 - 4. Courses must be at accredited colleges, universities, and schools within the State of Rhode Island or, with approval of the City Manager/Mayor, may be for accredited online courses or for courses taken outside the state;
 - 5. 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 duty before a court. Such members shall receive their regular salary. Any jury duty pay received by the member will be forwarded by the member to the Finance Director. 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 IRS rate per mile from place of residence to the courthouse or from City Hall to the Courthouse, whichever is less. 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 EPPMTEA bargaining 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 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 XXIII

23.01 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 XXIV

24.01 International City/County Management Account “ICMA”

- A. Effective November 1, 2018, all members who were hired prior to the signing of the November 1, 2012 – October 31, 2017 Collective Bargaining Agreement, shall be eligible to receive ICMA funds in accordance with the following schedule:
1. Effective November 1, 2018, One-Thousand (\$1,000.00) Dollars will be deposited for each member at the beginning of the fiscal year into an ICMA vehicle determined by the City.
 2. Effective November 1, 2019, Two-Thousand (\$2,000.00) Dollars will be deposited for each member at the beginning of the fiscal year, and each year thereafter, into an ICMA vehicle determined by the City.
 3. If a member terminates employment with the City during the year, a pro-rata amount will be deducted from the final check.
- B. There shall be no ICMA for members hired into the EPPMTEA bargaining unit after the signing of the November 1, 2012 – October 31, 2017 Collective Bargaining Agreement.

ARTICLE XXV

25.01 Discharge and Discipline

- 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 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 agrees with the concept of progressive discipline and where appropriate, disciplinary action or measures shall include only the following:

1. Oral reprimand (documented in writing)
2. Written reprimand
3. Suspension
4. Demotion where appropriate
5. Discharge

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

ARTICLE XXVI

26.01 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:

Step 1

When a member has a grievance, the member may bring it to the attention of the Association within ten (10) working days from the time the incident occurred when the member or Association knew or should have known.

Step 2

A representative of the Association, within ten (10) working 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) working days.

Step 3

If an agreement cannot be reached, the decision may be appealed to the City Manager/Mayor who will schedule a meeting within ten (10) working days. If his answer is not satisfactory, the matter may be referred to Step (4).

Step 4

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 3 meeting, the grievance shall be taken up under Step 5. Matters concerned with demotion, transfer, suspension, and discharge not settled within ten (10) working days of the Step 3 meeting may be appealed by the aggrieved member 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 5.

Step 5

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 XXVII

27.01 Work Stoppage

In consideration of the supervisory and managerial responsibility of the members of the Association such supervisory, managerial and technical members 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 XXVIII

28.01 Duration of This Agreement

This Agreement shall be for a term commencing the first day of November, 2017 and shall continue and remain in full force and effect until October 31, 2020 and from year to year thereafter unless either party at least one hundred twenty (120) days prior to the expiration date in 2020 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.

28.02 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.

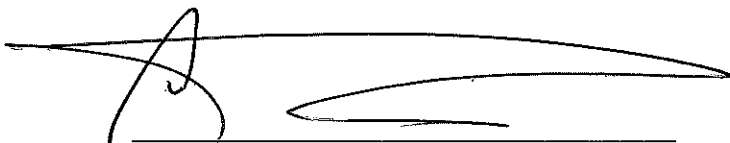
Therefore, for the life of this Agreement, the City and the Association within the provisions of law each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this 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.

28.03 Severability

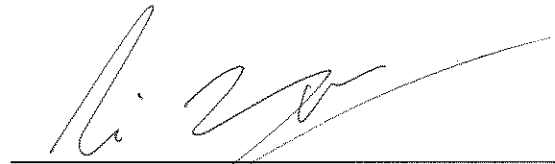
In the event that any section of this Agreement is deemed in violation of any law by a court of competent jurisdiction, the remainder of the Agreement shall be deemed to be valid and effective.

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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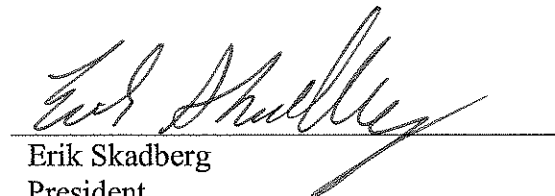


Chief Christopher Parella
Acting City Manager



Silvio Napolitano IV, Esq.
Attorney/Sr. Staff Representative
RI Council 94, AFSCME, AFL-CIO

Paul Luba
Municipal Finance Advisor



Erik Skadberg
President
Local 3223

Local 3223 Negotiation Committee

EXHIBIT "A"

**EAST PROVIDENCE PROFESSIONAL, MANAGERIAL,
AND TECHNICAL EMPLOYEES ASSOCIATION
EFFECTIVE NOVEMBER 1, 2017**

Rate Increase 2.00%

		Step 1	Step 2	Step 3	Step 4	Step 5
Regular	28T	\$34,122.00	\$35,442.88	\$37,088.23	\$39,180.28	\$40,808.24
Regular	29T	\$35,777.08	\$37,088.23	\$38,813.35	\$40,808.24	\$42,667.52
Regular	30T	\$37,438.41	\$38,813.35	\$40,425.68	\$42,667.52	\$44,294.11
Regular	31T	\$39,180.28	\$40,425.68	\$42,267.07	\$44,294.11	\$46,384.67
Special	31T					\$47,517.24
Special	31T					\$48,654.70
Regular	32T	\$40,808.24	\$42,667.52	\$44,294.11	\$46,384.67	\$48,361.97
Regular	33T	\$42,667.52	\$44,294.11	\$46,384.67	\$48,361.97	\$50,568.48
Regular	34T	\$44,294.11	\$46,384.67	\$48,361.97	\$50,568.48	\$52,543.75
Regular	35T	\$46,384.67	\$48,361.97	\$46,896.48	\$52,543.75	\$55,216.32
Special	35T					\$56,267.06
Regular	36T	\$48,361.97	\$50,568.48	\$52,543.75	\$55,216.32	\$57,540.21
Regular	37T	\$50,568.48	\$52,543.75	\$55,216.32	\$57,540.21	\$60,096.07
Regular	38T	\$52,543.75	\$55,216.32	\$57,540.21	\$60,096.07	\$62,418.56
Special	38T					\$64,260.44
Special	38T					\$65,488.90
Regular	39T	\$55,216.32	\$57,540.21	\$60,096.07	\$62,418.56	\$65,675.25
Regular	40T	\$57,006.81	\$59,539.08	\$61,840.05	\$65,064.76	\$67,824.80
Regular	41T	\$59,539.08	\$61,840.05	\$65,064.76	\$67,824.80	\$70,818.25
Regular	42T	\$61,840.05	\$65,064.76	\$67,824.80	\$70,818.25	\$73,581.07
Regular	43T	\$65,064.76	\$67,824.80	\$70,818.25	\$73,581.07	\$76,457.82
Special	43T					\$78,720.68
Regular	44T	\$67,824.80	\$70,818.25	\$73,581.07	\$76,457.82	\$79,451.26
Regular	45T	\$70,818.25	\$73,581.07	\$76,457.82	\$79,451.26	\$82,557.90
Regular	46T	\$73,581.07	\$76,457.82	\$79,451.26	\$82,557.90	\$85,781.20
Regular	47T	\$76,457.82	\$79,451.26	\$82,557.90	\$85,781.20	\$89,007.32
Regular	48T	\$79,451.26	\$82,557.90	\$85,781.20	\$89,007.32	\$92,341.73
Regular	50T	\$85,781.20	\$89,007.32	\$92,341.73	\$95,781.75	\$99,334.28
Regular	52T	\$92,341.73	\$95,781.75	\$99,334.28	\$103,098.64	\$106,931.04

*Wages are Retroactive to November 1, 2017

EAST PROVIDENCE PROFESSIONAL, MANAGERIAL,
AND TECHNICAL EMPLOYEES ASSOCIATION
EFFECTIVE NOVEMBER 1, 2018

Rate Increase 2.00%

		Step 1	Step 2	Step 3	Step 4	Step 5
Regular	28T	\$34,804.44	\$36,151.74	\$37,829.99	\$39,963.89	\$41,624.41
Regular	29T	\$36,492.62	\$37,829.99	\$39,589.61	\$41,624.41	\$43,520.87
Regular	30T	\$38,187.17	\$39,589.61	\$41,234.19	\$43,520.87	\$45,179.99
Regular	31T	\$39,963.89	\$41,234.19	\$43,112.41	\$45,179.99	\$47,312.37
Special	31T					\$48,467.59
Special	31T					\$49,627.80
Regular	32T	\$41,624.41	\$43,520.87	\$45,179.99	\$47,312.37	\$49,329.21
Regular	33T	\$43,520.87	\$45,179.99	\$47,312.37	\$49,329.21	\$51,579.85
Regular	34T	\$45,179.99	\$47,312.37	\$49,329.21	\$51,579.85	\$53,594.62
Regular	35T	\$47,312.37	\$49,329.21	\$47,834.41	\$53,594.62	\$56,320.65
Special	35T					\$57,392.40
Regular	36T	\$49,329.21	\$51,579.85	\$53,594.62	\$56,320.65	\$58,691.01
Regular	37T	\$51,579.85	\$53,594.62	\$56,320.65	\$58,691.01	\$61,298.00
Regular	38T	\$53,594.62	\$56,320.65	\$58,691.01	\$61,298.00	\$63,666.93
Special	38T					\$65,545.65
Special	38T					\$66,798.67
Regular	39T	\$56,320.65	\$58,691.01	\$61,298.00	\$63,666.93	\$66,988.76
Regular	40T	\$58,146.95	\$60,729.86	\$63,076.85	\$66,366.05	\$69,181.29
Regular	41T	\$60,729.86	\$63,076.85	\$66,366.05	\$69,181.29	\$72,234.62
Regular	42T	\$63,076.85	\$66,366.05	\$69,181.29	\$72,234.62	\$75,052.69
Regular	43T	\$66,366.05	\$69,181.29	\$72,234.62	\$75,052.69	\$77,986.98
Special	43T					\$80,295.10
Regular	44T	\$69,181.29	\$72,234.62	\$75,052.69	\$77,986.98	\$81,040.28
Regular	45T	\$72,234.62	\$75,052.69	\$77,986.98	\$81,040.28	\$84,209.06
Regular	46T	\$75,052.69	\$77,986.98	\$81,040.28	\$84,209.06	\$87,496.83
Regular	47T	\$77,986.98	\$81,040.28	\$84,209.06	\$87,496.83	\$90,787.47
Regular	48T	\$81,040.28	\$84,209.06	\$87,496.83	\$90,787.47	\$94,188.57
Regular	50T	\$87,496.83	\$90,787.47	\$94,188.57	\$97,697.39	\$101,320.97
Regular	52T	\$94,188.57	\$97,697.39	\$101,320.97	\$105,160.61	\$109,069.66

EAST PROVIDENCE PROFESSIONAL, MANAGERIAL,
AND TECHNICAL EMPLOYEES ASSOCIATION
EFFECTIVE NOVEMBER 1, 2019

Rate Increase 2.00%

		Step 1	Step 2	Step 3	Step 4	Step 5
Regular	28T	\$35,500.53	\$36,874.77	\$38,586.59	\$40,763.16	\$42,456.89
Regular	29T	\$37,222.48	\$38,586.59	\$40,381.41	\$42,456.89	\$44,391.29
Regular	30T	\$38,950.92	\$40,381.41	\$42,058.88	\$44,391.29	\$46,083.59
Regular	31T	\$40,763.16	\$42,058.88	\$43,974.66	\$46,083.59	\$48,258.61
Special	31T					\$49,436.94
Special	31T					\$50,620.35
Regular	32T	\$42,456.89	\$44,391.29	\$46,083.59	\$48,258.61	\$50,315.80
Regular	33T	\$44,391.29	\$46,083.59	\$48,258.61	\$50,315.80	\$52,611.45
Regular	34T	\$46,083.59	\$48,258.61	\$50,315.80	\$52,611.45	\$54,666.52
Regular	35T	\$48,258.61	\$50,315.80	\$48,791.10	\$54,666.52	\$57,447.06
Special	35T					\$58,540.24
Regular	36T	\$50,315.80	\$52,611.45	\$54,666.52	\$57,447.06	\$59,864.83
Regular	37T	\$52,611.45	\$54,666.52	\$57,447.06	\$59,864.83	\$62,523.96
Regular	38T	\$54,666.52	\$57,447.06	\$59,864.83	\$62,523.96	\$64,940.27
Special	38T					\$66,856.56
Special	38T					\$68,134.65
Regular	39T	\$57,447.06	\$59,864.83	\$62,523.96	\$64,940.27	\$68,328.53
Regular	40T	\$59,309.89	\$61,944.46	\$64,338.39	\$67,693.38	\$70,564.92
Regular	41T	\$61,944.46	\$64,338.39	\$67,693.38	\$70,564.92	\$73,679.31
Regular	42T	\$64,338.39	\$67,693.38	\$70,564.92	\$73,679.31	\$76,553.74
Regular	43T	\$67,693.38	\$70,564.92	\$73,679.31	\$76,553.74	\$79,546.72
Special	43T					\$81,901.00
Regular	44T	\$70,564.92	\$73,679.31	\$76,553.74	\$79,546.72	\$82,661.09
Regular	45T	\$73,679.31	\$76,553.74	\$79,546.72	\$82,661.09	\$85,893.24
Regular	46T	\$76,553.74	\$79,546.72	\$82,661.09	\$85,893.24	\$89,246.77
Regular	47T	\$79,546.72	\$82,661.09	\$85,893.24	\$89,246.77	\$92,603.22
Regular	48T	\$82,661.09	\$85,893.24	\$89,246.77	\$92,603.22	\$96,072.34
Regular	50T	\$89,246.77	\$92,603.22	\$96,072.34	\$99,651.34	\$103,347.39
Regular	52T	\$96,072.34	\$99,651.34	\$103,347.39	\$107,263.83	\$111,251.05