CONTRACT

BY AND BETWEEN

UNITED STEELWORKERS OF

AMERICA LOCALS 15509 and 15509A

AND

THE CITY OF EAST PROVIDENCE

RHODE ISLAND

EFFECTIVE

NOVEMBER 1, 2012 TO OCTOBER 31, 2017

AGREEMENT

This Agreement entered into this ___ day of _____, 2013 by and between the City of East Providence hereinafter referred to as the "City" and the United Steelworkers, AFL-CIO-CLC, on behalf of Steelworkers Union Local No. 15509 hereinafter referred to as the "Union".

WITNESSETH:

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

PURPOSE

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

ARTICLE I

RECOGNITION

1.01 The Union is hereby recognized by the City as the exclusive bargaining agent of the said permanent, classified employees of the City in respect to rates of pay, wages, hours of employment and other conditions of employment.

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

1.03 The word "employee" as used in this Agreement means only an employee in the bargaining unit above described.

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

1.05 AMERICANS WITH DISABILITIES ACT

The Union agrees to cooperate with the City in making reasonable accommodations to the known and documented physical or mental limitations of otherwise qualified applicants or employees with a disability unless the accommodation would cause an undue hardship on the

operation of the City. Reasonable accommodation is any change in the work environment, work schedule, work assignments or in the way things are usually done that results in an equal employment opportunity for an individual with a disability.

ARTICLE II

MANAGEMENT RIGHTS

2.01 Subject to the terms of this Agreement, the Union agrees that the City has responsibility for the policies and administration of the departments covered by this Agreement which shall be subject to this agreement and which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Agreement. The City hereby retains and reserves unto itself all right, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of Rhode Island and/or the United States of America.

ARTICLE III

UNION SECURITY

3.01 (A) Present employees of the bargaining unit who are not members of the Union after the effective date of this Agreement will be required to pay a sum equal to the regular monthly dues for costs of negotiations with the City and other representative services performed by the Union. Such payments will commence on the pay date for the first payroll period following the effective date of this Agreement.

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

3.02 The City of East Providence agrees not to discharge or discriminate in any way against employees for Union membership or activities. The parties hereby agree that all persons employed in the Water, Parks and Recreation, Water Pollution Control, Highway, Central Garage, Traffic Engineering, Engineering Division and the Police Clerks, Dispatchers and Animal Control Officers who are presently members of the Union shall remain members of the Union in good standing.

3.03 It is agreed by the parties that all newly appointed employees of the Public Works Department, Parks and Recreation, and Police Clerks, Dispatchers, Animal Control Officers, Pound Keeper and other clerical positions in the Police Department shall become members of the Union and continue their membership after completion of their probationary period. It is understood that this clause in no way is to be interpreted as a waiver of any State, Federal or City law.

All employees shall be required to pay to the Union an amount equal to the regular Union dues during their probationary period for the cost of negotiations with the City and other representative services performed by the Union. Such payment shall commence on the pay date for the first payroll period following the employees date of hire. However, it is understood that this clause in no way allows the Union to represent employees on probationary status with regard to discharge or disciplinary actions. Article 8.01(B) remains in full force and effect for employees who have not completed their six months probationary period.

ARTICLE IV

CHECKOFF

4.01 The City agrees to deduct from the wages of such employees, in accordance with the expressed terms of a signed authorization to do so, either the Representative Service Fee for

new employees on probationary status or the monthly membership dues of the Union which shall be in accordance with the constitution and by-laws of the United Steelworkers. Such deductions shall be biweekly and shall be forwarded monthly to the International Treasurer, United Steelworkers, P.O. Box 400041, Pittsburgh, Pennsylvania 15268-0041.

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

ARTICLE V

SENIORITY

5.01 Seniority shall be defined as length of service with the City, and each employee shall have seniority from the latest date of hire as a permanent classified employee except as modified by Article 5.05 and except as modified by applicable State and Federal law regarding Veterans Reemployment 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.
The City shall maintain seniority lists which shall be revised annually. Said lists shall be compiled on a departmental basis and shall be posted on bulletin boards in the proper department. The City shall furnish two copies of each such list to the Local Union President at the time said lists are posted on bulletin boards.

5.02 (A)(1) The probationary period of a new employee shall be six months. Upon completion of said probationary period, such an employee, if retained by the City, shall be placed on the appropriate seniority roster as provided in Paragraph 5.01 above.

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

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

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

Seniority selection of jobs and job assignments deemed more desirable shall not prevent the City from rotating employees in the same job classification, only for a reasonable period for the purpose of training new or newly promoted employees or for the purpose of maintaining the skill levels of incumbent employees where the skill in question requires ongoing training or practice (this will be for two (2) weeks or less unless there are unusual circumstances). In those situations, seniority will be used to select the rotation order to the extent practicable.

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

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

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

Only members of 15509 and 15509A who have completed their original probationary period at the time of the application deadline shall be allowed to take promotional examinations. A separate promotional list shall be established for members of Local 15509A. In the filling of any classified vacancy covered by Local 15509 on a promotional basis, the promotional list of Local 15509 members shall be used first. Upon exhaustion of that list, the promotional list of Local 15509A members shall be utilized except that if insufficient eligibles remain on the Local 15509 promotional list to constitute a full certification, eligibles shall be certified from the Local 15509A promotional list to complete the certification.

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

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

When an open list is to be established, bargaining unit members, at the time the eligibility list is established who pass the exams, shall be given five (5) points prior to ranking. Only

bargaining unit members who receive at least a passing score without the extra points will be given the five (5) points.

Also, members of the bargaining unit shall be granted one quarter (1/4) point for each complete year of City service prior to the application deadline up to a maximum of five (5) points toward their final score. The seniority points shall be added only to the examinees who receive at least a minimum passing score.

Final ranking will be set at the time the eligibility list is established and will be based on test scores including the five (5) extra points and seniority points for bargaining unit members. The City Manager's choice from the certified candidates will follow the rule of three. The life of the list will be for one year with two (2) six month extensions at the discretion of the City Manager.

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

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

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

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

the Personnel Hearing Board or the Affirmative Action Officer present as observers at the oral examination.

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

1. Promotional Appointments.
2. Preferred Shift Vacancies.
3. Vacation Schedules.
4. Any other questions of preference among employees that may arise but are not specifically mentioned hereinabove.

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

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

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

5.05 (A) 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 classification where the reduction in work force takes place. Seniority shall accrue during such layoff.

It is further agreed that in the event of a reduction in work force, all bargaining unit members shall have the right to bump into a position within the same job category they are being laid off from (i.e., either entry level position or promotional position), on the condition that he/she has more seniority, he/she is qualified, and he/she is given the opportunity to obtain the necessary training certification and licenses necessary for the new position.

Job category one:
Laborer
Custodian
Library Aide
Clerk Typist
Switchboard Operator
Dispatcher
Planner I
Assistant Pound Keeper
Animal Control Officer

Job category two: promotional positions
All other positions in the bargaining unit.

Bargaining unit members who have exercised their bumping rights and bumped into a new position will have a three (3) month evaluation period. At the end of the three (3) months, the employee will meet with their supervisor to discuss their job progress, areas for improvement, or any additional training that may be necessary to fulfill the requirements of the new position.

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

(B) Employees on layoff under Paragraph (A) above shall be notified by certified mail, return receipt requested when that employee is to be returned from layoff as provided for in said Paragraph (A). The employee shall return to work no later than fifteen (15) calendar days after the date of receipt of the recall letter. If the recall is to a job classification other than that from which the 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 5.05 (A) above.

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

(B) Any Laborer or Automotive Equipment Operator I actually operating a 10 wheeler truck shall receive $.50 per hour in addition to his pay rate. When he operates said equipment less than or up to a half (½) day, he shall receive the additional $.50 per hour for four (4) hours. When he operates said equipment for more than a half (½) day, he shall receive the additional compensation for eight (8) hours.

The Utility Equipment Operators will operate backhoe, jet vac truck, jet flush trucks, AMZ machines, large rodders, occasional front end loader, or 10 wheelers. Each operator will work thirty (30) days rotating on various pieces of equipment on a schedule to be established by the City. This will help to ensure that the division has personnel trained and skilled with current

experience in the operation of all the necessary utility equipment when called upon in emergency situations.

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

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

ARTICLE VI

VACATION

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

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

Vacation may be granted in increments of one half (½) day to maximum accumulation when five (5) days' notice is given, work schedule permitting.

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

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

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

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

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

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

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

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

6.03 No vacation shall be granted during the original six month probationary period. If a permanent appointment is received, vacation leave credit shall be allowed for service during the probationary period.

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

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

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

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

ARTICLE VII

LEAVE OF ABSENCE

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

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

7.02 (A) Each full time employee in the bargaining unit shall earn sick leave with pay at the rate of one and one quarter (1 1/4) working days for each full calendar month of service with no maximum accumulation. Such sick leave must be earned before it can be granted. The parties will work together to determine whether the Union will go into the Rhode Island Temporary Disability Insurance program.

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

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

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

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

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

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

(D) Any sick leave in excess of ten (10) days in the last 24 months prior to retirement shall be deducted from the sick leave payment on a day-for-day basis (the value of the day being equal to one fifth of the weekly salary). Additional time may be granted at the discretion of the City Manager without deduction in cases of major illness.

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

The City may ask the employee to undergo, at the City's expense, a medical review by a physician approved by the City before granting catastrophic leave. The maximum time limit under which an employee may be covered by the Catastrophic Leave Program shall be one year. The City Manager may approve an additional period of time in extraordinary circumstances on a case-by-case basis.

7.03 (A) Sick leave will be granted for absence from duty because of actual personal illness, non-compensable bodily injury or disease and exposure to contagious disease not connected with City employment. Sick leave may also be used for a maximum of four (4) days per fiscal year for personal reasons. Use of a fourth sick leave day for personal reasons must be by written application to the employee's department head stating the date of such requested leave and approved in advance by the employee's department head. Sick leave may be granted for a maximum of three (3) days in any one year for illness in the immediate family. The term "immediate family" for the purpose of this paragraph shall be defined to include father, mother, husband, wife, child, brother, and sister of member, mother-in-law, father-in-law, grandmother, grandfather, sister-in-law, brother-in-law, and grandchild related by either blood or marriage to the employee.

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

7.04 When an employee finds it necessary to be absent for any of the reasons specified above, that employee shall cause the facts to be reported to the appropriate department head or immediate superior as soon as practicable but in no event any later than the start of the normal work schedule, except that where a relief employee is required as determined by the City, such notification must be made as soon as practicable but in no event any later than one (1) hour

before reporting time. Where, for reasons beyond the employee's control, the employee is unable to so give such notice, that employee shall be entitled to such sick leave. Sick leave notification as outlined above must be made on each workday unless the employee clearly specifies the number of days of anticipated absence and the date of anticipated return to work. If something changes those dates, the City must be advised of the change upon notice to the employee. If the date of return is not known, the employee must notify the City of the date of the next doctor's appointment and must contact the City the next workday with a status report. Nothing in this provision shall limit the right of the City to require sufficient medical documentation upon request.

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

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

7.07 Whereas, it is incumbent on the City and the Union 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 or established departmental policy. Such illness or injury must be immediately

reported to the employee's supervisor and the employee must present a doctor's certificate substantiating that work-related injury or illness if they lose time from work because of it. The City retains the right to verify the reason for the absence by requiring supplemental medical documentation, contacting the employee's physician directly 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 Union and the City at the beginning of the contract. There shall be a minimum of six (6) doctors on the list who shall be used on a rotating basis. Replacements shall be ordered as necessary. However, if a specific specialist is needed, said specialist shall be deemed next on the list. The impartial physician's findings and recommendations shall be binding on both parties. The fees and expenses of the impartial physician shall be borne by the City. No 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 except at the option of the employee. 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 <u>only</u>, 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.

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

7.09 Regular full-time employees 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 employees shall receive that portion of their regular salary which will together with their jury pay equal their total salary for the same period. Appearance as a witness in personal, civil or criminal cases or matters which are not job related shall not be covered by this article.

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

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

7.12 WAGES

Wages for employees covered by this agreement will be listed in the attached Appendix A. They will change as follows:

Effective November 1, 2013 there will be a two (2%) percent increase in salaries for all members of the bargaining unit.

Effective November 1, 2014 there will be a general wage increase equal to the Social Security Cost of Living Adjustment effective for January 1, 2014, capped at two (2%) percent.

Effective November 1, 2015 there will be a general wage increase equal to the Social Security Cost of Living Adjustment effective for January 1, 2015, capped at two (2%) percent.

Effective November 1, 2016 there will be a general wage increase equal to the Social Security Cost of Living Adjustment effective for January 1, 2016, capped at two (2%) percent.

For purposes of clarity and so that the same index is followed, the Social Security Cost of Living Adjustment for the past thirty-eight (38) years is attached as Exhibit 1.

ARTICLE VIII

DISCHARGE AND DISCIPLINE

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

(B) The City shall have the unquestioned right to discharge and/or discipline any new employee who has not completed his probationary period. The discharge and/or discipline of a probationary employee shall not be covered by the provisions of Section 8.01 (A) above or by the grievance procedure set forth in Article IX hereof.

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

ARTICLE IX

GRIEVANCE PROCEDURE

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

9.02 Any two members of the Grievance Committee shall be permitted to investigate and process grievances in accordance with the grievance procedure outlined in Section 9.04 during working hours without loss of earnings.

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

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

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

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

STEP 2. A meeting shall be held between the Grievance Committee, the aggrieved employee, the Department Head and the Director of Personnel. If the matter is not settled within three (3) working days after said meeting, the grievance shall be taken up under Step 3.

STEP 3. A meeting shall be held between the Grievance Committee, a Union staff representative, the aggrieved employee and the City Manager and such City staff representatives as he deems necessary. In all matters except those matters involving promotion, demotion, transfer, suspension or discharge if the matters are not settled within five (5) working days of the

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

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

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

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

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

ARTICLE X

10.01 (A) HOLIDAYS

Authorized holidays for all employees shall be:

New Year's Eve	½ Day
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Good Friday	½ Day
Memorial Day	Last Monday in May
Independence Day	July 4
Victory Day	Second Monday in August
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Election Day	First Tuesday after first Monday in November in each even numbered year
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	½ Day
Christmas Day	December 25
3 Personal Holidays per year	

(B) Employees, whenever possible, are required to give advance notice on their use of a personal holiday. Personal holidays are not received by and cannot be taken by employees on probationary status. Personal holidays cannot be accrued from year to year and must be used in

the City fiscal year in which they were received. Personal holidays must be taken in no less than one half (½) day at a time.

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

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

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

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

(C) No employee will be entitled to holiday pay unless he/she works the day before and the day after the holiday, unless excused for justifiable reasons (i.e. pre-approved vacation or true medical illness).

ARTICLE XI

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

(B) When an employee works overtime, they will be allowed to take compensatory time off at time and one half or receive pay at time and one half at the election of the employee. Employees may accumulate unlimited compensatory time. Whatever compensatory time is unused at the end of the calendar year will be paid. Unused time will not be allowed to carryover into the next calendar year. Compensatory time must be requested in writing at least seven (7) days in advance. It will not be unreasonably denied, work schedule and staffing needs permitting. Compensatory time must be used in full day increments. Employees must make their request to accumulate compensatory time before the payroll deadline otherwise the hours will just be paid.

11.02 (A) In the event of overtime or emergency as determined by a Department Head (an emergency shall consist of no premeditated condition) all employees are subject to assignment to additional duty as required provided that the seniority list be given first choice to work such overtime in their proper work skill. All members of the bargaining unit will be given priority for all overtime that may exist within the division.

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

(C) Rest Breaks - Except in case of emergency, snow storm, hurricane, or other disaster which requires the continuous work of an employee, employees that work more than 16 consecutive h ours will be allowed 7 ½ hours of rest before they have to return to work. If the 7

½ hours rest period extends into the employee's regular work day, the employee will be compensated at straight time for the remaining hours necessary to complete the rest period. If the rest period ends in the middle of an employee's regular work day and the employee chooses to remain off, then the employee will be charged leave to complete the regular work day.

11.03 The normal work week shall consist of five (5) consecutive days, Monday through Friday, inclusive for all employees except shift workers. Employees in the Highway, Water, and Park Divisions will work 7:00 a.m. to 3:30 p.m. shift subject to approval by Manager.

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

Sat. - 10:00 p.m. to 11:00 p.m. (2 hrs. at 1 ½, 2 hrs. at 2X= 7 hrs.)
Sat. - 11.00 p.m. to Sun. 1:00 a.m. (1 hr. at 1 ½ X, 3 hrs. at 2X= 7 ½ hrs.)
Sun. - 10:00 p.m. to 11:00 p.m. (2 hrs. at 2X, 2 hrs. at 1 ½ X= 7 hrs.)
Sun. - 11:00 p.m. to Mon. 1:00 a.m. (1 hr. at 2X, 3 hrs. at 1 ½ X= 6 ½ hrs.)

(B) Shift workers in the Wastewater Treatment Division shall be paid time and one half (1.5) for all hours worked on the sixth consecutive day in excess of 40 hours in any calendar week. Shift workers in the Wastewater Treatment Division shall be paid double time for all work performed on the seventh consecutive day in excess of 44 hours in any calendar week. A calendar week is defined as Sunday through Saturday.

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

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

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

11.06 The normal length of time for employees hired after November 1, 1981 covered by this Agreement to reach the top step in the pay grade is thirty-six (36) months. The time normally required for employees hired prior to November 1, 1981 covered by this Agreement to reach the top step in the pay grade is twenty-four (24) months. The time normally required in Step B is six (6) months.

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

11.07 Whenever there is a substantial change in job content, the Union shall have the right to request a rate increase in said job. The City and the Union shall meet to negotiate on this matter. If the City and the Union reach agreement on this matter, said agreement shall be reduced to writing and signed by the City and the Union and said agreement shall be added to and become a part of this Agreement.

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

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

11.08 When any employee voluntarily transfers to another job, the Divisional Steward shall be so informed by the Division Head; and he shall be paid his own rate or the rate of the job to which he is transferred whichever is the greater. The Division Head shall keep a record of all such transfers. When the need for such transfer is over, the employee shall return to his regular job.

ARTICLE XII

PENSIONS AND INSURANCE

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

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

Employee cost-sharing shall be based on the following schedule (income amounts will be based on the employee's prior year base pay; for employees 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.

Effective November 1, 2012, health insurance will be paid by the City for all retiring members of the bargaining unit and their spouse for one year after retirement under the same terms as active employees. Retired members of the bargaining unit 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. In the event of the death of a retired member of the bargaining unit who is receiving health insurance coverage for his or her spouse, said coverage shall continue up to a maximum of one year from the date of retirement. Health insurance will be paid by the City for all members and their spouses until they are eligible for Medicare or Medicaid who retire with thirty (30) years of pension credits on or before October 31, 2017 and are eligible to retire.

Retired members of the bargaining unit except those with thirty (30) years full pension credit on or before October 31, 2017 and are eligible to retire, 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. In the event of the death of a retired member

of the bargaining unit who is receiving health insurance coverage for his or her spouse, said coverage shall continue up to a maximum of three (3) years from the date of death. In the event that other City unions are given a better employee contribution scale, members of this union will be eligible for the same.

(B) In the implementation of Article 7.07 for employees injured on the job, it is understood and agreed that the employee will use his/her Healthmate Coast-to-Coast coverage first to cover any medical bills; and any excess cost shall be paid by the City of East Providence.

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

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

12.04 All active employees who are members of Local 15509 shall be provided $40,000 of Group Life Insurance while active, which shall reduce to $7,500 (paid for by the City) for

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

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

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

12.05 It is agreed that the extent of the City's obligation under Paragraphs 12.04, Life Insurance, and 12.01 and 12.02 of this contract is limited solely to the payment of its share of the cost of the insurance premium provided thereunder; and employees and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and governed by the terms and conditions of the insurance policies issued to provide such benefits. Neither the City nor the Union shall themselves be obligated to pay any insurance benefits provided for in said paragraphs of this contract directly to employees or their dependents or beneficiaries.

12.06 Retirement as it applies to Section 7.03 (B), Sick Leave, and 12.01 (A), Pension and Insurance, and Section 12.04, Life Insurance, will be understood as eligibility, application

and receipt of a pension in the Municipal Employees' Retirement System of the State of Rhode Island. Mere vesting in the Pension System will not be considered as retiring. If an employee is only eligible for retirement benefits under the Federal Social Security System that employee must have worked five (5) years for the City to be entitled to benefits under this section.

12.07 The City of East Providence, a participating municipality as defined in the General Laws of Rhode Island, § 45-21 entitled "Retirement of Municipal Employees", and employees covered by the bargaining unit will participate under the provisions of § 45-21-52, Automatic Increase In Service Retirement Allowance, Plan B.

ARTICLE XIII

SAFETY AND HEALTH

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

13.02 There shall be established a Joint Safety Committee with membership from the City and the Local Union. Three (3) Union members shall be designated by the Local Union from the Public Works Department and Parks and Recreation and three (3) City representatives shall be designated by the City Manager. The Personnel Director shall be a member of the Safety Committee. The Safety Committee shall meet monthly at the discretion of the Chairperson of the Safety Committee to review and correct unsafe and unhealthy conditions on the job.

All safety and health problems shall first be discussed by the Division Head and the Steward for that division. If they are unable to resolve the matter, it shall be referred to the next Safety Committee meeting provided, however, that any situation that may place in jeopardy the loss of life, limb or health of any employee shall be immediately taken up by the Department

Head and the Local Union President. No employees shall be required to perform work in jeopardy of life, limb or health.

13.03 The City shall furnish protective clothing, boots and equipment to all employees where working conditions require the same. The employees shall not be required to work under conditions where the City fails to furnish proper equipment and protective clothing which will adequately protect the employees.

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

13.05 When an employee is injured on the job, a report of such injury shall be promptly given to the Chairman of the Safety Committee.

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

ARTICLE XIV

LONGEVITY

14.01 Employees covered by this Agreement shall receive longevity pay, frozen at their current rate/percentage for the life of this Agreement, in accordance with the following schedule payable in one lump sum in the first pay period after the close of the applicable City fiscal year. Longevity shall be paid in a separate check apart from the regular payroll check.

SCHEDULE OF LONGEVITY PAY EFFECTIVE NOVEMBER 1, 1995
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

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

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

ARTICLE XV

MISCELLANEOUS

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

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

15.03 (A) Uniformed employees in the Wastewater Treatment and Central Garage Divisions shall receive a One Hundred and Fifty ($150.00) Dollar work shoe allowance per fiscal year for approved safety shoes payable on or about November 1 of each year.

(B) Short sleeve shirts will be included as part of the uniform package for those bargaining unit employees receiving uniforms.

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

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

(E) Department of Parks & Recreation employees, water meter mechanics and shift operators at the Water Pollution Control facility will have the option of wearing shorts rather than long pants during the summer from June 2 through September 30 with the following guidelines and restrictions:

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

Supervisor to decide which jobs require long pants. Supervisor decision will be final.

Examples of jobs requiring long pants:

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

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

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

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

15.04 All wage payments shall be paid to employees by direct deposit.

15.05 When any employee is subpoenaed to appear in court on City business on his day off or during his vacation, he will be compensated for the time spent including travel. Minimum pay to be four (4) hours pay at time and one half (1.5).

15.06 The City agrees to pay the required annual professional dues and one time license fees where applicable and/or desirable.

15.07 The City agrees that the tool allowance for Central Garage Mechanics will be Three Hundred ($300.00) Dollars annually payable on presentation of receipts approved by the Central Garage Superintendent. Mechanics must have their tools on the premises during working hours.

15.08 (A) The City agrees to allow all shift operators at the Water Pollution Control Plant to have the opportunity to bid by seniority on shifts within their classification at least once a year. The annual bid will post shift preference opportunities on or before February 1 and shall initiate those changes not later than the first Sunday in March. This provision in no way restricts the City from making schedule changes to meet changing conditions in the operation of the Wastewater Treatment Plant.

(B) Shift operators in the Wastewater Treatment Division who bid on the utility or floater position shall be subject to shift and schedule changes to fill vacancies as necessary and as needed to meet other operational conditions or requirements.

(C) When an unscheduled vacancy exists for overtime on shift duties in the Water Pollution Control Plant and there is no person available to cover the vacant shift, it shall be filled as follows:

4 P.M. to 12 midnight vacancies will be filled by the 8 A.M. to 4 P.M. worker staying over to 8 P.M. and the midnight to 8 A.M. worker coming in early at 8 P.M. so that both will have twelve hour shifts.

12 midnight to 8 A.M. vacancies will be filled by the 4 P.M. to 12 midnight worker staying to 4 A.M. and the 8 A.M. to 4 P.M. worker coming in early at 4 A.M. so that both would work a twelve hour shift.

8 A.M. to 4 P.M. vacancies will be filled by the 12 midnight to 8 A.M. worker staying over to 12 P.M. and the 4 P.M. to 12 midnight worker coming in early at 12 P.M. so that both would work a twelve hour shift.

The above scheduled employee for the overtime has the option of getting another employee of the same classification to work for him.

(D) In consideration for the past upgrading of Stationary Equipment Operators I and II one pay grade and scheduling flexibility, the bargaining unit and the operators agree with the present job descriptions specifically that Operators II have shift responsibility and supervisory responsibility for the men assigned to him/her. Additionally, the bargaining unit and the affected members accept the fact that Operator I and Operator II job classifications as agreed by the City Manager and the Union will not request further upgrading or reclassification because of the similarity of duties between Operators I and Operators II.

(E) In consideration for changes in Article 11.03, 11.04 (A), 11.04 (B), 15.08 (A), 15.08 (B), and 15.08 (D), the City agrees that duties presently performed by one of the Stationary Equipment Operators I on the pumping stations will be assigned to an Operator II. In the event the City reassigns or reduces its staff on the pumping stations, the Operator I will be reassigned

or laid off before the Operator II. All shift operators will not be scheduled to work less than five (5) days in any calendar week.

15.09(A) Members of the bargaining unit who are not provided with uniforms shall be allowed a clothing allowance up to a maximum of Two Hundred and Fifty ($250.00) Dollars annually, payable in two One Hundred and Twenty-five ($125.00) Dollar installments one on or about November 1 and the other on or about May 1. Employees receiving a clothing allowance will be required to follow the work clothes policy as follows:

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

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

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

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

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

An employee hired before May 1 in any fiscal year will receive the full annual clothing allowance, one-half payable within thirty (30) days of their date of hire, and one-half on or about

May l. An employee hired after May 1 in any fiscal year will receive one half of the annual clothing allowance for the year payable within thirty (30) days of employment.

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

(B) Members of the bargaining unit who are not provided with uniforms shall be allowed a One Hundred and Fifty ($150.00) Dollar shoe allowance per fiscal year payable on or about November 1 of each year.

15.10 All employees shall be required to provide an operating telephone number at which they can be reached.

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

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

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

These payments shall be subject to the following limitations:

a) Only courses or workshops directly related to the employee's work.

b) Only courses approved in advance by the Division Head, Department Head and the City Manager.

c) The City, at its sole discretion, may approve or not approve such courses for specific employees.

d) Reimbursement shall be made upon presentation of a passing grade or certificate indicating satisfactory completion.

) As a guideline, courses or workshops will be limited to a total of two (2) per fiscal year per employee.

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

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

ARTICLE XVI

SEVERABILITY

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

ARTICLE XVII

DURATION

17.01 This Agreement shall be effective November 1, 2009 and shall remain in full force and effect up to and including October 31, 2012 and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of

the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement in writing not less than one hundred twenty (120) days prior to the expiration date of this Agreement or not less than one hundred twenty (120) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the City and the Union shall commence not later than ninety (90) days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the parties 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	**UNITED STEELWORKERS** **LOCAL 15509 AND LOCAL 15509A** **AFL-CIO-CLC**
By:_____	_____
	_____
	_____
	_____
_____ Date	