

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF NEWPORT

AND

RHODE ISLAND COUNCIL 94

AFSCME, AFL-CIO

LOCAL 911

FOR THE PERIOD FROM

JULY 1, 2018 TO JUNE 30, 2021

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AGREEMENT

JULY 1, 2018– JUNE 30, 2021

This Agreement is entered into by the City of Newport, hereinafter referred to as the “Employer” and the Rhode Island Council 94, AFSCME, AFL-CIO, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of the rate of pay, hours of work and other conditions of employment.

ARTICLE 1

UNION SECURITY

1.1 Recognition

a) The Employer recognizes the Union as sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and all other conditions of employment for all employees in the bargaining unit. The bargaining unit, for the purposes of this Agreement, shall consist of all employees in the Rhode Island Labor Board Certification, Number EE 1764.

b) All employees who are covered by this Agreement and who are, or become, members of the Union on or after the effective date of this Agreement, shall remain members of the Union in good standing for the duration of this Agreement.

c) The Employer will not aide, promote or finance any labor group or organization which purports to engage in collective bargaining for members of the bargaining unit or make any agreement with any other such group or organization.

1.2 Dues

a) The Employer agrees to continue the exclusive Union check-off system for members of this bargaining unit employed after January 1, 1960, whereby Union dues, as established by the Union, will be withheld from the pay of the employee at source in equal amounts from each pay, as the frequency of pay periods may require. Such withholdings for Union dues and a related list of employees are to be transmitted to the duly elected Treasurer of the Union by the 20th day of each successive month.

b) All employees in the bargaining unit who choose not to become members of the Union shall, after completion of their six-month probationary period, pay an agency fee equivalent to

Union dues. The Employer shall withhold this fee from the employee's pay in the same manner as provided for Union dues in paragraph a).

c) The Union will notify the Employer thirty (30) days prior to any change in Union dues.

1.3 Union Officers and Representatives

A written list of Union Officers and Representatives shall be furnished to the City Manager immediately after designation, and the Union shall notify the City Manager of any changes as soon as possible.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 The Employer shall retain the right to issue rules and regulations governing the conduct and operation of all City Departments, except as modified by state law and by the terms of this Agreement. The Employer may take whatever actions necessary to carry out its mission in an emergency situation, i.e. an unforeseen circumstance which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 3

STRIKES AND LOCKOUTS

3.1 a) The Union will not cause, call or sanction any strike, work stoppage or slow down, nor will the Employer lock out its employees during the term of this Agreement, nor will the Union be held liable for any unauthorized action by individuals.

b) The Employer will not require the employee to cross any picket line established on or in front of the premises in a labor dispute. When an employee refuses to cross said picket, he will not be paid for that day's work.

ARTICLE 4

DISCRIMINATION

4.1 a) **Discrimination by Employer.** The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity on behalf of the Union, nor will the Employer encourage or discourage membership in this or any other Union.

b) **Discrimination by Union.** The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

c) **Discrimination – General.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

d) All references to employees in this Agreement shall designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 5 SENIORITY

5.1 Seniority

a) Seniority shall be the relative status of employees with respect to length of service with their departments.

b) Seniority shall govern with respect to layoffs, recalls, vacation preference, shifts, transfers and days off.

c) New employees shall be considered probationary employees for a period of six (6) months from their date of hire. Upon completion of this six (6) month period, the employee shall be placed on the seniority roster and the effective date of his seniority shall be the date of hire.

d) The Employer shall establish department seniority lists which shall be updated on January 1st and July 1st annually and the same shall be available to the Union.

e) An employee shall forfeit all seniority rights then accrued to him in the event that:

1. he/she is discharged for cause;
2. he/she terminates his/her employment voluntarily;
3. he/she fails to give notice within the five (5) working day period outlined in Section 2 of this Article;
4. he/she works six (6) months outside the bargaining unit.

f) Employees whose jobs are abolished or eliminated shall be permitted to exercise their seniority in accordance with the layoff provisions in Section 2 of this Article.

g) If a full time temporary employee is employed by the Employer for a continuous period of more than six (6) months, he shall then start receiving all monetary fringe benefits enjoyed by permanent employees.

5.2 Layoff and Recall

a) Whenever layoffs become necessary, employees will be laid off on the basis of their seniority and those with the least seniority shall be laid off first. Employees subject to layoff shall be entitled to two weeks' notice before layoff.

b) Whenever it becomes necessary to increase the work force, laid-off employees shall be recalled in the reverse order of their layoff before any new help is hired.

c) Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall. Notice shall be sent to the employee by certified or registered mail, with a copy to the Union. The employee must notify the Human Resources Administrator of his intention to return within five (5) working days after notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Human Resources Administrator his/her latest mailing address.

d) Seniority shall be cumulative during periods of layoff, up to a maximum of three (3) years.

5.3 Leave of Absence

When an employee returns from a leave of absence, he shall be reinstated in the position he vacated, if the position still exists. The employee then filing that position shall be permitted to exercise his seniority in accordance with the terms of Section 2 of this Article.

5.4 Grievability

Any employee who feels that he has been aggrieved with respect to his seniority rights as provided for in this Article shall have the right to process the matter as a grievance under the grievance procedure provided for in this Agreement.

ARTICLE 6 PROMOTIONS

6.1 Promotional Opportunities

a) Whenever a regular job within the bargaining unit becomes open as a permanent vacancy, the Employer shall determine the minimum qualifications necessary for the job opening

and shall conduct such promotional examination and merit reviews as are deemed appropriate to determine the qualifications of the applicants. The Union shall be notified of any changes to the job descriptions at least three (3) days prior to the effective date of the same.

b) Said job openings shall be posted for a period of seven (7) working days. Such posting shall designate the job classification, the rate of pay, the shift and location of the job.

c) Appointments shall be made first from within the department; and second from within City employment.

d) The senior applicant who meets the minimum qualifications, as determined by the Employer, shall be offered the job opening.

e) In the event of a dispute between the Employer and the Union over the awarding of a job, the City Manager shall make the assignment, which shall be subject to appeal through the grievance and arbitration procedures set forth in this Agreement.

f) In those situations where a promotion opportunity concerns a position for which a Commercial Driver's License (CDL) is a requirement, applicants who have been deemed to be otherwise qualified, and are amongst the top three (3) candidates for the position, shall be allowed to utilize a City vehicle for the road test. The City Human Resources Administrator shall be responsible for scheduling the road test and making a suitable vehicle available for this purpose. Each applicant shall be afforded one such road test opportunity, or more, at the discretion of the City Manager. The Employer will pay the difference between the cost of a regular driver's license and a CDL for those employees required by the Employer to have a CDL.

6.2 Probationary Period

a) A permanent employee who accepts a promotional opportunity will be considered in a trial period in the new class title for six (6) months from the date of promotion. It is understood that during this period, the employee will be given sufficient training to familiarize himself with the new position. During this period, the employee will continue to accumulate the classification seniority within the class title most recently held.

b) In the event that the Employer decides that an employee is not satisfactorily performing the new job or the employee decides that he prefers his previous occupation, he will be returned without prejudice to his previous position. The person hired to fill his previous position may be dismissed from his probationary status in this position at the discretion of the Employer.

c) If an employee voluntarily returns to his previous job, or is currently serving a probationary period, he will not be considered for promotion to another job classification for a period not to exceed six (6) months.

d) If an employee is on leave without pay, sick leave or under injury in the line of duty during his probationary period, that probationary period shall be extended a comparable length of time to ensure sufficient evaluation opportunity by the department director.

6.3 Acceptance of Lower Grade Position

In the event an active Local 911 City employee applies for and accepts a position of employment at a lower pay grade within the Local 911 bargaining unit, that employee will be paid at the highest step of the lower pay grade if he/she is otherwise qualified for that position.

ARTICLE 7

HOURS OF WORK/PREMIUM PAYMENTS

7.1 Change of Hours

a) All full time positions shall have one of the following regular work weeks as indicated:

1. Thirty-five (35) hour work week – five (5) seven (7) hour consecutive working days;
2. Forty (40) hour work week – five (5) eight (8) hour consecutive working days;
3. Non-standard schedule.

Employees work the following hours:

Maintenance Division:		7:00 am – 3:30 pm
Water Division:	Operations:	7:00 am – 3:30 pm
	Office:	8:00 am – 4:00 pm
November 1 to February 28 (or 29)		8:30 am – 4:30 pm
City Hall, year round:		8:30 am – 4:30 pm

In the event of special circumstances, the City Manager may alter this schedule for either an individual or groups of individuals.

b) The premium payments delineated in Sections 2, 3 and 4 below, apply to all classified employees with the exception of those assigned to a non-standard schedule.

c) Public Safety Dispatchers will work four (4) days on and two (2) days off.

The Employer will hire and train two (2) additional dispatchers starting November 1, 1989. There will be one relief Dispatcher who will be assigned to the late watch. This position will be posted as such with a flexible work schedule, i.e.

- 1) 24 hours' notice for a change of shift, if necessary;

2) 72 hours' notice for change of day off.

d) Each Public Safety Dispatcher shall be entitled to two (2) stress days off with pay per contract year. Each stress day taken will be at the Public Safety Dispatcher's discretion, provided, however, that the Police Department is afforded twenty-four (24) hours' notice of the intent to utilize a day. No more than one Public Safety Dispatcher per shift shall be approved for a stress day without the consent of the Police Chief.

7.2 Overtime

a) Overtime shall refer to work officially ordered or approved by the City Manager or his/her designee in excess of an employee's normal work week.

b) Time and one-half shall be paid to an employee for all work performed in excess of his/her standard work day.

c) A minimum of time and one-half shall be paid to an employee for all hours worked on the sixth and seventh day of the employee's work week.

d) Overtime shall be computed for all service performed in excess of the regularly scheduled hours of duty to the nearest half hour.

e) Call out time. When an employee is, after departing from his regularly scheduled shift, officially ordered to and does report back to work for emergency service, he shall be compensated for all hours worked at one and one-half times his regular hourly rate. Minimum call-back time shall be three (3) hours compensated at one and one-half (1.5) times the regular hourly rate.

f) Only employees who are actually approved by the City Manager for standby pay shall be eligible for "standby duty" and such employees shall be compensated an additional one hundred twenty (\$120.00) dollars per week over and above their regular rate of pay for each week they are actually assigned to such duty.

7.3 Distribution of Overtime

a) Regular and foreseeable overtime shall be offered to employees on a rotating basis, by classification within a department, a division or section and according to an established list based on seniority.

b) In the event that no employee elects to work overtime, then the supervisor shall assign the least senior qualified employee to the overtime assignment.

c) In those cases where a legitimate concern is expressed as to the allocation of overtime, a record of overtime hours accepted or rejected by each employee shall be maintained on the basis of

paid hours, not worked hours, and a copy shall be posted upon Union bulletin boards on a monthly basis.

d) Overtime hours offered but not worked for any reason shall be counted as overtime worked for the purpose of this section.

7.4 Shift Differential

A shift differential of seventy (.70) cents an hour shall be paid in addition to the regular hourly rate to those employees who, during their regularly scheduled shifts, work the 12:00 midnight to 8:00 a.m., or the 4:00 p.m. to 12:00 midnight shifts. Only actual scheduled hours worked will be paid at the above rate. It shall not be paid for any working hours covered by any other type of premium pay.

7.5 Emergency

a) In the event of any emergency, as determined by the Department Head, all employees are subject to assignment to additional duty as required, provided that employees be given first choice to work in their proper work classification.

b) In any twenty-four (24) hour period, an employee who has worked sixteen (16) hours or more shall (except employee must be released by supervisor) be entitled to eight (8) hours rest (exclusive of travel time and established lunch period) before reassignment. If such rest period should overlay the employee's normal work day, he shall suffer no total loss of pay for the twenty-four (24) hour period.

7.6 Assigned Shifts

a) The Employer will continue to assign shifts and days off of Water Plant Operators assigned to relief as the Employer may deem to be in the best interest of the City. However, the Employer will give the Relief Operator a minimum of eight (8) hours' notice of any change of shift and three (3) days' notice of any change in days off. If said notice is not given, the operator will be compensated in accordance with the provisions for call-out contained in Section 7.2, paragraph (e) of this Article.

b) If a Water Treatment Plant that normally operates on three (3) shifts per day is operating at only two (2) shifts per day capacity, the relief operator shall generally work a schedule of Monday through Friday, 8:00 a.m. to 4:00 p.m. unless required to cover other shifts. The provisions of this Section (a) (2) are intended to avoid the layoff of employees and to aid the Employer's productivity. Shift changes will not cause layoffs or be used to avoid filling vacancies when employees are needed. The Union will be notified 72 hours in advance of shutdowns.

7.7 Workload

a) All employees within the same classification shall have approximately the same workload or as close to the same workload as is administratively possible.

b) The City Manager shall not assign supervisors to perform bargaining unit work assignments except:

1. When the duties of supervisory personnel include the performance of such work as a regular work assignment in keeping with their job description; or
2. When performance of bargaining unit work is incidental to his supervisory responsibilities; such as, in an emergency, training or temporary relief which qualified personnel is not readily available. The supervisor shall not continue performing bargaining unit work beyond the time that the appropriate qualified employee(s) can be called and actually report to perform the work.

c) For purpose of this section, emergency is defined as an unforeseen circumstance or a combination of circumstances which call for immediate action and which is not a recurring nature.

d) Violations of this Section shall be brought to the attention of the City Manager by the Union President or his designee. Following such notification, the City Manager will schedule a meeting with said Union President or his designee within three (3) working days in order to resolve violations of this Section.

**ARTICLE 8
SALARIES AND WAGES**

8.1 Classification Plan and Salary Schedule

a) The classification plan and salary schedule which appear below shall be in effect as of July 1, 2018 and shall remain in effect through June 30, 2021:

CLASSIFICATION PLAN

Effective July 1, 2018 through June 30, 2021

TITLE	GRADE	TITLE	GRADE
Account Clerk	U1	Plumbing & Mechanical Inspector	U4
Accounting Clerk	U4		
Animal Control Officer	U4	Police Clerk Typist	U1
Assistant City Engineer	U6	Principal Records & P/R Account Clerk	U4
Building Maintenance Foreman	U5	Public Safety Dispatcher	U3
City Plumber	U7		

Custodian	U1	Principal Water Account Clerk	U2
Distribution/Collection Foreman	U5	Planning & Budget Assistant	U2
Distribution/Collection Mechanic	U4	Records Clerk	U1
		School Payroll Clerk	U4
		School Accounts Payable Clerk	U4
Distribution/Collection Operator	U3	Senior Account Clerk	U4
Electrical Inspector	U4	Senior Clerk	U1
Engineering Technician	U5	Senior Principle Clerk	U3
Fleet Coordinator	U7	Senior Clerk Typist	U2
Foreman	U5	Senior Maintenance Person	U5
Forester	U4	Skilled Laborer Equip Operator	U3
Groundskeeper	U3	Sweeper Operator	U3
Head Foreman	U5	Traffic Foreman	U5
Heavy Equip Operator-Utilities	U4	Traffic Laborer	U1
Heavy Equipment Operator- Public Services	U3	Water Meter Foreman	U6
Housing Inspector	U3	Water Laborer	U2
Laborer	U1	Water Meter Repair	U2
Laborer Equipment Operator	U3	Water Treatment Plant Foreman-Grade 3	U5
Maintenance Mechanic	U3	Water Treatment Plant Foreman-Grade 4	U6
Maintenance Person	U3	Water Plant Operator-Grade 1	U2
Municipal Inspector	U3	Water Plant Operator-Grade 2	U3
Parts & Inventory Control Tech	U4	Water Plant Operator-Grade 3	U4
		WPC Foreman	U5
		WPC Heavy Equipment Operator	U4
		WPC Laborer	U1
		WPC Laborer Equipment Operator	U3
		WPC Engineering Technician	U5

COUNCIL 94 MUNICIPAL EMPLOYEES

Effective July 1, 2018 each step of the bargaining unit

salary scale will be increased as follows:

GRADE	A	B	C	D	E	F	G
U1	36,122.70	37,206.72	38,321.59	39,471.57	40,655.59	41,874.71	43,132.14
U2	39,133.28	40,306.66	41,516.21	42,761.93	44,043.82	45,365.07	46,725.68
U3	42,142.79	43,406.60	44,709.76	46,051.23	47,432.05	48,855.43	50,321.36
U4	45,153.37	46,507.60	47,902.26	49,341.59	50,820.28	52,345.79	53,913.84
U5	48,162.89	49,607.54	51,095.81	52,628.76	54,207.45	55,731.89	57,509.51
U6	51,174.53	52,707.48	54,289.36	55,918.06	57,594.62	59,323.31	61,102.00
U7	56,591.45	58,288.22	60,037.12	61,839.22	63,694.50	65,605.10	67,573.15

- a) The above salary scale represents a 2% increase effective July 1, 2018.
- b) Effective July 1, 2019, members of the bargaining unit will receive a 2% increase.
- c) Effective July 1, 2020, members of the bargaining unit will receive a 2% increase.
- d) The Employer agrees to review with the Union any and all changes which may be proposed by the Employer or by the Union in the classification system or pay plan affecting members of the bargaining unit at least nine (9) calendar days before implementation.
- e) The Employer will review with the Union any changes in job specifications at least seven (7) working days before implementation.

f) The classification of Water Plant Operator shall be in accordance with the following:

Plant Operator , Grade 1

- Entrance Rate
- Same Job Specifications as present plant operator
- Require Grade 1 Certification
- Plant Operator, Grade 2
- New Job Specifications
- May be in charge of shifts
- Require Grade 2 Certification

Plant Operator, Grade 3

- New Job Specifications
- May be in charge of shift
- May take place of Plant Supervisor
- Require Grade 3 Certification

8.2 Employee Promotions

a) Salary Determination. An employee who is promoted to a higher classification and whose salary is below the new minimum shall receive the minimum salary of the new position. An employee who is promoted to a higher classification and whose salary is within the salary range of the new position shall be granted an increase of one salary increment.

b) Anniversary Date. An employee's anniversary date shall be fixed at the initial date of employment.

c) Salary Increment Date. An employee's regular salary increment date shall be fixed at the starting date of his current position.

8.3 Work at a Higher Classification

a) When an employee works in an assigned higher classification for more than four (4) hours, the employee shall receive the rate of pay commensurate with said classification for the hours worked. This does not apply to the employees upgraded for training purposes. The rate of pay shall be determined in the same manner as in a permanent promotion.

b) Whenever possible, no employee will be required to work in a higher classification while a classified employee of said position is required to work in a lower classification. It is understood that emergencies and training are exempt from this section.

8.4 Work Out of Classification

If an employee feels that he is being required to work out of classification, or that additional duties are being added to his job not covered by his classification, he may either follow the grievance procedure or he may have an informal hearing directly with the Human Resources Administrator. Employee retains the right to have a Union Representative attend a hearing with the Human Resources Administrator.

ARTICLE 9

LONGEVITY

9.1 a) Each permanent member of the bargaining unit covered by this agreement shall be entitled to longevity payments after he or she has completed three (3) years of service. Payments for longevity shall be considered a part of salary for retirement, pension and all other legal purposes under this Agreement.

b) Effective July 1, 2006, the new longevity schedule shall be as follows:

<u>Years of Service Completed</u>	<u>Longevity Increment</u>	<u>Years of Service Completed</u>	<u>Longevity Increment</u>
3	.75%	14	3.75%
4	1.00%	15	4.00%
5	1.25%	16	4.25%
6	1.50%	17	4.50%
7	1.75%	18	4.75%
8	2.00%	19	5.00%
9	2.25%	20	5.25%

10	2.50%	21	5.50%
11	3.00%	22	5.75%
12	3.25%	23	6.00%
13	3.50%	24	6.25%
		25	6.50%

c) Employees hired after July 1, 1998 shall not receive the above provisions until after ten (10) years of service. Thereafter, they will receive longevity as provided above (i.e. eleven years – 3%, etc.).

ARTICLE 10

PENSION

10.1 a) The Employer agrees to continue coverage under the Rhode Island State and Municipal Retirement Act.

b) The amount of service retirement allowance is two (2%) percent of “average salary” per year of credited service.

c) All members of the bargaining unit shall have four (4%) percent withheld from their paychecks as their contribution to the Municipal Employees’ Retirement System of the State of Rhode Island.

d) Effective July 1, 1991, the City of Newport shall accept the provisions of General Laws of Rhode Island 45-21-52, Plan B, such that retirees as of December 31, 1992 shall receive a 3% cost-of-living adjustment on January 1, 1992 and that all future retirees shall receive such subsequent increases in like fashion.

e) Notwithstanding the above provisions to the contrary, pension benefits shall be subject to the provisions of the Municipal Employees Retirement System, Chapter 21 of Title 45, General Laws of Rhode Island, 1956, as amended.

ARTICLE 11

HOLIDAYS

11.1 a) All employees covered by this Agreement shall be entitled to twelve (12) paid holidays.

The holidays are as follows:

1. New Years Day (January 1st)
2. Martin Luther King Day (Third Monday of January)
3. Washington’s Birthday (Third Monday of February)
4. Rhode Island Independence Day (May 4th)

5. Memorial Day (Last Monday of May)
6. Independence Day (July 4th)
7. Victory Day (Second Monday of August)
8. Labor Day (First Monday of September)
9. Columbus Day (Second Monday of October)
10. Armistice Day (November 11th)
11. Thanksgiving Day (Fourth Thursday of November)
12. Christmas Day (December 25th)

b) In the event the General Assembly of the State of Rhode Island abolishes V.J. Day, then Council 94 employees will receive the second Monday of August off.

c) Whenever a holiday falls during the employee's scheduled vacation, said employee shall receive an additional day off.

d) Whenever a holiday falls during a period of sick leave, said employee shall be granted holiday pay for that day.

e) All employees on a seven-day rotating shift shall receive holiday pay in lieu of time off. Said holiday pay shall be one-fifth (1/5) of the employee's weekly salary and shall be paid to each employee over and above his weekly salary whether or not he works the holiday. Other employees who are required to work on a holiday shall be compensated in accordance with call-out time. If workload permits, management can authorize time off with holiday pay, by seniority, with no more than two (2) weeks advance notice.

ARTICLE 12

ANNUAL LEAVE

12.1 a) Council 94 employees are entitled to accumulate annual leave until it totals not to exceed 400 hours. Annual leave shall be granted to members of the bargaining unit as follows:

1. One through ten years of service – four (4) hours for each bi-weekly pay period;
2. Eleven through fifteen years of service – six (6) hours for each bi-weekly pay period;
3. Over fifteen years of service – eight (8) hours for each bi-weekly pay period.

In addition, an employee with less than five (5) years of service shall receive three (3) extra days per year (24 hours) of annual leave. An employee with at least five (5) years but less than ten (10) years of service shall receive four (4) extra days per year (32 hours) of annual leave; an employee with at least ten but less than fifteen years of service shall receive three (3) extra days per year (24 hours) of annual leave; an employee with fifteen years but less than twenty years shall receive three (3) extra days per year (24 hours) of annual leave; and an employee with twenty years

and over will receive five (5) extra days per year (40 hours) of annual leave. Each employee shall be credited with the aforementioned additional leave on July 1st provided he/she has an accrued leave balance of at least eight (8) hours prior to that date.

b) For employees hired after July 1, 1998, the maximum allowable annual leave accumulation shall be 300 hours and shall be granted as follows:

1-3 years:	3 hours/bi-weekly
4-10 years:	4 hours/bi-weekly
11-12 years:	5 hours/bi-weekly
over 12 years:	6 hours/bi-weekly

c) Department heads shall be responsible for the assignment and approval of vacation periods for employees under their jurisdiction in accordance with the principle and concept of seniority as contained in this agreement and subject to the demands of service of their department.

d) Employees shall not be called back to work while on vacation except for emergency work, and if called back, shall receive the regular vacation day plus time and one-half for the hours they worked.

e) At any time during the fiscal year, employees shall be entitled to sell back to the Employer a maximum of two hundred (200) hours of accumulated annual leave in increments of at least fifty (50) hours at a time. The hourly rate shall be computed as the base pay and longevity.

f) An employee will earn one additional day of annual leave as a reward for not taking any sick leave during a specified period of three months. The time periods shall generally consist of July 1st to September 30th; October 1st to December 31st; January 1st to March 31st; and April 1st to June 30th. However, for administrative purposes, the pay period dates nearest the above calendar dates shall govern. Any additional day of vacation leave so earned shall be added to the employee's accumulated annual leave total. Effective July 1, 2019, this Article 12(f) shall be deleted in its entirety.

ARTICLE 13

SICK LEAVE

Sick leave shall be granted as provided for in Title Three (3) of the City Code of Ordinances. It is agreed that any changes and/or amendments to the Sick Leave provisions of Title Three (3) of the City Code of Ordinances, as contained in this Agreement, shall only be made after negotiations with the Union.

13.1 Payment for Unused Leave

Upon retirement, death or voluntary termination (as to voluntary termination, only after a minimum of ten years of service), the employee shall be paid sixty-five (65%) percent of his or her accrued sick leave up to a maximum of \$25,000.00 and for those hired after July 1, 1995, up to a maximum of \$10,000.00.

13.2 Religious Observances and Family Illness

A liberal leave policy may be maintained in circumstances such as, but not necessarily limited to, the following:

a) Religious observances in the case of which activities can usually find means, whereby the needs of the service and the sincere religious scruples of employees can both be satisfied. Absence on holy days shall be charged to annual leave.

b) Illness in the employee's immediate family where the employee's care and attendance are required but where the illness is not of a nature to permit the use of sick leave under Section 3 of this Article.

13.3 Sick Leave Generally

Sick leave shall be granted to employees when:

a) The employee is incapacitated for the performance of his or her duties by sickness, injury, confinement, or medical, dental or optical examination or treatment;

b) When a member of the immediate family of the employee is afflicted with a contagious disease requiring isolation, quarantine or restriction of movement for a particular period and requiring the care and attendance of the employee; and

c) Through exposure to contagious disease, the presence of the employee at his post of duty would jeopardize the health of others.

13.4 Accrual of Sick Leave

Full time employees shall accrue sick leave as follows:

a) Employees accrue sick leave on the basis of four hours for each bi-weekly pay period.

b) There is no limit on the accumulation of sick leave except new employees hired on or after July 1, 1995 shall have a maximum accumulation of up to one hundred twenty (120) days.

c) For the purpose of charging sick leave, all work-day shifts shall be the actual hours worked but not less than an eight hour shift.

13.5 Requests for Sick Leave; Approval; Limitations; Personal Days

Sick leave with pay shall be granted to regular employees in accordance with the following provisions:

- a) An employee shall have been employed for a continuous period of thirty (30) days, without a break in service of one or more work days, before he or she is entitled to use sick leave.
- b) Sick leave granted shall not exceed the total amount accrued to an employee at the start of the bi-weekly pay period.
- c) Unless an employee has a minimum balance of eight hours at the start of the bi-weekly pay period, he or she is not entitled to use sick leave.
- d) If an employee has no sick leave balances, absences due to illness may be charged in accordance with annual leave or leave without pay.

13.6 Advance Sick Leave

- a) Advance sick leave, not to exceed four work weeks, may be granted by the City Manager to regular employees after the first six months of employment in cases of serious disability or ailments when it is to the advantage of the Employer to do so. This authority may not be delegated.
- b) Advance sick leave may be granted irrespective of whether or not the employee has annual leave to his credit.
- c) Requests for advance sick leave shall be submitted in writing stating the circumstances and the need for such leave, the time and date when the accrued sick leave will be exhausted, the amount of advance sick leave requested and the date to which such leave will extend.
- d) Request for advance sick leave shall be evaluated against the following considerations:
 - 1. The employee's past leave record;
 - 2. The nature, seriousness and extent of illness or disability;
 - 3. The probability of return to duty and prospect for continued employment;
 - 4. The probability of the employee liquidating the leave to be advanced.
- e) Individuals who, upon separation from City employment, are indebted for advance sick leave, shall reimburse the Employer, or appropriate deductions shall be made from his or her salary or any leave due to him or her. This requirement may be waived in compelling cases of serious illness or disability confirmed by the statement of a licensed physician (not to include routine situations such as, e.g. a broken leg, ordinary maternity, etc).

13.7 Absence on Non-Work Days

Sick leave shall not be debited for absence on observed holidays or other non-work days.

13.8 Reports and Investigations; Medical Certificates; Fraud

Reporting and investigating sickness, together with other miscellaneous factors relative to sick leave shall be handled as follows:

a) **Reporting of Sickness.** Employees who are absent from duty for reasons which entitle them to sick leave, shall ensure that their respective supervisors are notified as far in advance of their usual reporting time as possible if physically able to do so. Upon return to work, the employee shall immediately submit to his supervisor an authorization for leave form. Police and fire employees shall notify their respective supervisors before their scheduled duty.

b) **Medical Certificate.** A medical statement may be required to any absence chargeable to sick leave; such statement shall normally be required for sick leave in excess of five working days.

c) **False or Fraudulent Use of Sick Leave.** The Employer may investigate any absence for which sick leave is requested. False or fraudulent use of sick leave shall be cause for dismissal or appropriate disciplinary action against the offending employee.

13.9 Personal Days

An employee who has accumulated sick leave hours during the preceding fiscal year shall on July 1st of each fiscal year effective July 1, 2019, be entitled to personal day(s) based on the following:

24 hours of accumulated sick leave	1 personal day
48 hours of accumulated sick leave	2 personal days
72 hours of accumulated sick leave	3 personal days
96 hours of accumulated sick leave	4 personal days
120 hours of accumulated sick leave	5 personal days

Personal days awarded on July 1st of a fiscal year shall be used by an employee within the same fiscal year ending June 30th or else said personal days shall be lost.

Regardless of the amount of accumulated sick leave, an employee shall not be entitled to more than five (5) personal days, so called, per year during the time period of this Agreement. In no event may a personal day be used the day before, the day of, or the day after a holiday or scheduled vacation. For the purposes of charging sick leave, a personal day shall be charged at eight (8) hours.

ARTICLE 14

BEREAVEMENT LEAVE

14.1 a) In the event of death of a member of the family of an employee, the Employer will grant reasonable time off without loss of pay for all scheduled work days falling within the four-day period next following the date of death in the immediate family (wife, husband, children, parents, parents-in-law, sister or brother or domestic partner); for other members of the family (grandparents, grandchildren, brother-in-law, sister-in-law, uncle, aunt, nieces and nephews), one work day.

b) More time in individual cases, due to unusual circumstances or for reasons other than those listed above, shall be granted subject to the discretion of the City Manager.

c) If a death occurs in the immediate family during vacation, the days following within the funeral week procedure will not be charged to vacation time.

d) Additional time, when required, shall be charged to annual leave.

ARTICLE 15

UNION BUSINESS LEAVE

15.1 a) Union Stewards shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances within their department upon the approval of their immediate supervisor. If it is the desire of the aggrieved employee, an officer of the Union may substitute for the Shop Steward in the investigation and processing of any grievance. The employee also retains the right to have a Business Agent from Council 94 present at all levels of the Grievance Process.

b) If there is not a Union Steward in any department, either the Chairman or Vice-Chairman of the Grievance Committee shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances within that department upon approval of his immediate supervisor.

c) If the grievance proceeds to Step 3, the Union Steward and either the Chairman or Vice-Chairman of the Grievance Committee shall be granted reasonable time off during working hours without loss of pay to attend the grievance hearing with the City Manager and/or the Arbitrator upon the approval of their immediate supervisor.

d) Not more than two (2) delegates shall be granted reasonable time off without loss of pay during working hours (not to exceed thirty-two man-hours per fiscal year) with the approval of their Department heads to attend international, regional or state conventions or meetings.

e) One Executive Board member of Local 911 may attend the funeral of a Union member without loss of pay.

f) The City Manager shall be informed as to the members of the Grievance Committee.

g) The Employer will provide two (2) updated copies annually to the Union on January 1st of the Title Three (3) for Newport City. Copies of changes or updates will also be provided to the Union when available.

ARTICLE 16

UNIFORMS

16.1 a) The Employer agrees to provide the personal protection equipment listed below:

Quantity	Description	Location
4	Coveralls	Lawton Valley Chemical Storage Area
4	Coveralls	Station No. 1 Chemical Storage Area
4	Hearing Protective Devices	Lawton Valley Office (with First Aid Equipment)
4	Hearing Protective Devices	Station No. 1 Office (with First Aid Equipment)
1	Eyewash Basin	Lawton Valley Chemical Storage Area
1	Eyewash Basin	Station No. 1 Chemical Storage Area

b) The Employer agrees to furnish annual one (1) set of coveralls for each Meter Reader in the Water Department. Effective July 1, 1996, the Employer will provide three (3) sets of uniforms to non-clerical Water Department employees in the following divisions: Collections, Distributions and Water Meter.

c) If the Public Safety Dispatcher is required to wear uniforms, the Employer shall be required to pay the full cost of such uniforms.

d) The Employer agrees to furnish annually three (3) sets of uniforms and boots for each Animal Control Officer each contract year.

e) The following foul weather gear will be supplied to all outside crews of the Parks and Recreation and Public Works, Street Maintenance Division, Utilities and Building Maintenance, as needed, with need to be determined by the applicable department director:

- | | | |
|-----------------------|-----------|----------------|
| 1. Raincoat with hood | 3. boots | 5. winter coat |
| 2. Rain pants | 4. gloves | |

f) To the extent the Employer provides clothing to the employee at the request of the Union, substitutions of an equal or lesser value will be permitted, at the discretion of the Department Director, consent not to be unreasonably withheld. Examples of substitutions would be winter coveralls and safety jackets, light-weight coveralls, etc.

g) The employees of the Public Works Department will be allowed to wear shorts except while working under hazardous conditions.

h) The Employer will expend up to \$500.00 annually to supply and maintain uniform shirts for the Police Department clerks.

ARTICLE 17

FAMILY & MEDICAL LEAVE ACT

17.1 The parties recognize that employees have rights as provided by federal and state FMLA laws, as amended, in addition to those provided by this Agreement.

ARTICLE 18

HEALTH, DENTAL AND LIFE INSURANCE

18.1 a) Health Insurance. All active, full-time, permanent employees covered under this Agreement shall be provided with the following individual or family health insurance program dependent upon the marital status of the employee, pursuant to a base plan from a provider of health care benefit plans providing the following benefits payment of which shall be born fully by the Employer: Deductible/Co-Insurance Option (100/80 variation, \$250.00 deductible). Fifteen (\$15.00) dollars co-pay for office visits (primary physician); \$25.00 co-pay for office visits (specialists); \$25.00 co pay for urgent care center; \$75.00 co-pay emergency room care (\$25 visit reimbursed by the City); \$25.00 co-pay for chiropractor services; \$25.00 co-pay for physical therapy; \$25.00 co-pay for speech therapy; \$25.00 co-pay for occupational therapy; preferred prescription drug/mandatory general drug co-pay 80/20 with annual cap of \$600.00 per person.

In addition to this base plan (Deductible/Co-insurance Option), the City will make available to active employees:

- Classic Blue with the Managed Benefits Program;
- Semi-Private Blue Cross (365 days, full maternity benefits, students to age 25)
- Blue Shield 100 (365 days, full obstetrical, medical emergencies, students to age 25)
- Major Medical (\$200.00 deductible, 80-20% co-insurance, average semi-private, student to age 25)
- Emergency Room visit co-payment of \$25.00 per visit
- Diagnostic JU#2 Rider (students to age 25)
- Vision Care Rider
- Chiropractic Rider

Employees shall make a contribution towards their health insurance costs in accordance with the following schedule:

- A. All employees hired prior to July 1, 2006 shall pay four (4%) percent of their base salary for a family plan, per year and two (2%) percent of their base salary for individual coverage.
- B. All employees hired on or after July 1, 2006 shall pay fifteen (15%) percent of the premium for their health care, with said contribution not to exceed seven (7%) percent of their base salary.
- C. All employees hired on or after July 1, 2013 shall pay fifteen (15%) percent of the premium for their health care.

All employee-borne costs shall be paid via payroll deductions. An employee opting for a plan that is more expensive than the base plan (Deductible/Co-insurance Option 100/80 variation \$250 deductible) shall pay the difference in the premium cost. The Employer will make best efforts to maintain this contribution on a pre-tax basis, subject to allowable IRS regulations.

As of January 1, 2017, the City will adopt a high deductible HSA plan and institute an IRS-qualified high-deductible "Health Savings Account" (HSA) plan with the same Blue Cross Blue Shield Healthmate Coast to Coast/DED 250 coverage benefits with a \$2,000 (individual)/\$4,000 (family) annual deductible applicable to all in-network covered Healthcare Services and a \$4,000 (individual)/\$8,000 (family) annual deductible applicable to all Out-of-Network covered healthcare services (i.e. per the HSA Plan, for In-Network coverage, Members first pay \$2,000/year for an individual plan and \$4,000/year for a family plan for covered healthcare services and then the health plan begins paying 100% for all other In-Network covered Healthcare expenses for that year; and for Out-of-Network coverage, members must first pay \$4,000/year for an individual plan and \$8,000/year for a family plan for covered Healthcare services, and then the health plan begins paying 60% for all other Out-of-Network covered Healthcare expenses for that year).

The City shall as of January 1st of each year fully fund each Member's HSA Deductible account (i.e. with \$2,000 for individual plans and \$4,000 for family plans) and then the Members shall "reimburse" the City for the Member's share of the Deductible account payment through the payment of bi-weekly Pre-Tax Healthcare Contributions payments in the amount of:

- \$1,000/year - \$38.46 bi-weekly for individual coverage and \$2,000/year - \$76.92 bi-weekly for Family Coverage

- HSA Deductible accounts are used to pay the annual Deductibles set forth above.

New hires will receive a prorated contribution based on 1/12th of the City's contribution for each month covered under the HSA and would pay back one half of that amount, by payroll deduction, in equal installments for the remaining pay periods in the plan year.

Employees who separate from City service are required to pay back the amount of the funding that was advanced to the employee prorated by the months remaining in the plan year that the employee will not be covered under the HSA.

Employees who switch from individual coverage to family coverage during the plan year will be funded by the City for the family contribution, prorated by the months remaining in the plan year. The employee will pay back one half of that amount, by payroll deductions, in equal installments for the remaining pay periods in the plan year.

Employees who switch from family coverage to individual coverage during the plan year will be required to reimburse the City the difference in the contribution from family coverage to individual coverage prorated by the months remaining in the plan year. Reimbursement will be by payroll deduction in equal installments for the remaining pay periods in the plan year.

Administrative fees from the HSA third party administrator will be paid by the employee and will be payroll deducted. The current fee is \$3.75 per month per employee resulting in a payroll deduction of \$1.73 per pay period. The City will pay the annual up-front set up fees of \$300.00 with an ongoing annual cost of \$200.00.

FSA plans must have a zero balance prior to the January 1, 2017 implementation date in order for the employee to be qualified for an HSA.

Effective as of January 1, 2019, Members' HSA-Deductible reimbursement/bi-weekly Pre-Tax Payroll Healthcare Contribution payment amount shall be \$1,100/year/\$42.31 bi-weekly for Individual Coverage and \$2,200/year/\$84.62 bi-weekly for Family Coverage (i.e. Member shall pay \$1,100 of the \$2,000 Individual HSA deductible and \$2,200 of the \$4,000 Family HSA deductible over the course of the calendar year.

b) **Dental Insurance.** All active, full-time, permanent employees covered under this Agreement shall be provided with the basic Delta Dental, with Levels I, II, III and IV, dental insurance program. Coverage shall be individual or family dependent upon the employee's marital status.

c) **Life Insurance.** All employees covered by this Agreement shall be provided with a paid Seventy-five Thousand (\$75,000.00) Dollar group term life insurance policy upon completion of two (2) years of service.

d) Employees who retire shall be entitled to continue to receive health insurance on the same terms and pursuant to the same group plan as is available for active employees until such time as the employee becomes eligible for health insurance coverage pursuant to Medicare or because of other employment (his/her own or spouse's). If an employee who has retired from the City's service subsequently loses coverage pursuant to other employment before achieving age 65, then the City will place the retiree back on the City's health plan within thirty days after the date of receipt of notification by the employee. Retirees will be provided Plan 65 upon reaching age 65 and plan supplementation will be provided at no cost to said retiree. An employee retiring on or after June 1, 2009 will not be provided Plan 65. Employees retiring on or after January 1, 2017 if otherwise entitled to receive health insurance coverage pursuant to the provisions of this Article 18 and subject to any applicable limitations herein contained shall not be covered by the City's active member HDHP and HSA plan but will receive the same base or equivalent plan provided to other City employees or retirees not covered by the HDHP and HSA plan until they reach the age of 65. Said retired employee shall be subject to a \$1,000 cap per person for the prescription drug 80/20 co-pay.

e) Effective July 1, 2009, the contribution to the cost of health care coverage shall be 3% of the premium for all future retirees. . Any member retiring on or after January 1, 2017 will pay 5%

of premium as a contribution to their health insurance coverage. The Employer will make best efforts to maintain this contribution on a pre-tax basis, subject to allowable IRS regulations.

f) Effective July 1, 2006, the health care buyback is eliminated, except for employees enrolled as of July 1, 2006. Effective July 1, 2009, the health insurance buyback plan for employees in the program is reduced to a payment of \$1,000.00.

ARTICLE 19

HEALTH, SAFETY AND WELFARE

19.1 a) Promotion and Enforcement of Safety Rules. The Employer and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.

b) **Employee Complaints.** Should an employee complain to his immediate supervisor that an assigned duty requires him to be in unsafe or unhealthy conditions, in violation of acceptable safety rules, and the immediate supervisor does not correct said condition, the matter shall immediately be brought to the attention of his Department Director or, if unavailable, the Director of Public Safety. An employee may refuse a direct order when he has grounds for a reasonable belief that his safety or the safety of others may be endangered by allowing the order in question. The employee must make his position clear to the supervisor at the time and when called upon to justify his refusal at a hearing, he must establish beyond a reasonable doubt the reasonable grounds for his apprehension or risk disciplinary action.

c) **Safety Committee.** There shall be a Safety Committee composed of two (2) representatives of the Union and two (2) representatives of the Employer. Said Committee shall appoint its own chairman and meet regularly on the first (1st) Thursday of every other month starting in February of 2016 to review safety practices. Meetings shall be held during working hours for one (1) hour without loss of pay. If needed, the Committee may meet more frequently to address issues that need immediate attention. It may draw up a safety code which both parties to this Agreement agree to enforce.

d) The Employer agrees to:

1. keep all motor vehicle equipment in safe operating condition and institute maintenance schedules for this equipment;
2. make annual electrical and building inspections to ensure safe working conditions; and
3. make all accident reports available to a Local 911 representative for review on a quarterly basis at the Human Resources department.

4. Employees will be required to fill out accident reports within 24 hours of their occurrence.

ARTICLE 20

ON-THE-JOB INJURY

20.1 a) Leave and medical expenses for injury in the line of duty shall be granted as provided for in Title Three (3) of the City Code of Ordinances.

b) The Employer agrees to continue to provide health insurance benefits for an employee who has completed seven (7) years of service and who is permanently disabled due to an injury received while performing his City job, for a period of twenty-five (25) months from the date of injury, subject to the following conditions:

1. Both the City and the Municipal Retirement System must first agree that the employee is permanently disabled due to an on-the-job injury;

2. The employee must be eligible for Social Security benefits.

c) The Employer agrees to pay all expenses for inoculation or immunization shots for the family residing in the employee's household when such becomes necessary, as determined by the City-approved physician, as a result of said employee's exposure to contagious disease, where said exposure occurred on the job.

d) An employee will report an accident for a line-of-duty injury to the employee's supervisor or other competent management personnel within 24 hours of the employee's knowledge of such an injury.

e) Employees who are unable to perform their regular duties due to a work related injury may be offered suitable alternative employment within their department by the Employer. Such assignments must be accepted by such employees unless a physician finds and indicates in writing why the employee is not physically able to perform such duties. Employees will be returned to their regular duties as soon as practicable and as soon as the employee has attained medical clearance. The parties agree to jointly review suitable alternative employment assignments no more than every six months to determine whether an employee can return to his/her regular assignment. Such suitable alternative employment shall not conflict with other Bargaining Units and shall not result in the layoff of any employee. The procedures and remedies available pursuant to the Rhode Island

Workers' Compensation Act shall be available in resolving disagreements or disputes under this Section.

ARTICLE 21

INCLEMENT WEATHER POLICY

- 21.1** a) The Employer may suspend work, without loss of pay, during extreme weather.
- b) Non-essential employees are not required to report for work any time their building is closed because of inclement weather or other emergency. Essential personnel are those employees determined by the City Manager or his/her designee pursuant to Article 2.1, Management Rights, as necessary and required to perform vital City services.
- c) On days that their building is closed early because of inclement weather or other emergency, employees shall be permitted to leave the building immediately.

ARTICLE 22

DAMAGED OR STOLEN PERSONAL PROPERTY

- 22.1** a) The Employer will evaluate and fairly consider, on an individual basis, an employee's request for reimbursement of personal items which have been damaged, destroyed or stolen in the performance of his or her job as a City employee.
- b) Employees who must use their own tools to perform their work shall have any broken or worn tools replaced by tools of the same quality at the Employer's expense, provided tools to be replaced are turned in to the Employer and the tools loss is work-connected and not the fault of the employee.
- c) Employees who, through no fault of their own, break their eyeglasses while performing their duties shall have them replaced.
- d) Replacement or payment for replacement of tools and eyeglasses will be made within thirty (30) days of written notice to the Employer.

ARTICLE 23

CAR ALLOWANCE/LICENSES AND CERTIFICATIONS

- 23.1** a) Employees who are required to use their personal automobiles on City business shall be compensated for the actual miles driven on City business at the Internal Revenue Service standard mileage rate for the given year.

b) The Employer may require the employee to complete such statements and forms as it considers necessary to apply this provision.

23.2 Employees will be reimbursed for the following license or certification renewal costs incurred as a result of a requirement by the job description for the following classifications:

Position	License of Certification
Electrical Inspector	Masters or Journeyman – Class B
Plumbing Inspector	Master Plumber, Journeyman Master Mechanical and Asbestos Certificate
City Forester	Arborist and Pesticide
Heavy Equipment Operator	Payloader/Backhoe Limited A or B

Employees required by the Employer to obtain a Payloader/Backhoe Limited B license will also receive reimbursement. If a Senior Clerk Typist and/or Senior Principle Clerk is required to have notary public certifications, the renewal fees for said certifications shall be reimbursed by the City. Nothing in this Section is intended to alter the rights of the City or the Union with respect to the establishment or modifications of job descriptions or requirements.

ARTICLE 24

IN-SERVICE TRAINING

24.1 a) To encourage the development of the individual employee's on-the-job performance and to make ready, experienced and knowledgeable replacements, the Employer shall establish in-service training classes to meet its needs. Notice of said training class is to be posted on all bulletin boards for at least ten (10) working days.

b) (1) Employees within the bargaining unit may apply to the City Manager or their designee in advance to have the cost of tuition and required books reimbursed for courses taken which are job-related and approved at accredited colleges, universities, trade schools or continuing adult education classes. Reimbursement shall be upon successful completion of the course(s) taken with a grade of "C" or better or a "pass" in a course where there is a "pass/fail" grade system.

(2) Employees taking courses shall, with approval at the discretion of the City Manager, be allowed to attend said courses during the Employee's normal workday provided that said courses are offered only during the Employee's normal workday. Employees will discharge leave to attend said courses. If an Employee does not have any accrued leave, leave without pay may be granted.

(3) Employees who taking continuing education courses and/or other classes for educational/professional credits in order to maintain or renew his/her professional, job-related licenses or certifications, shall, with approval at the discretion of the City Manager, be allowed to attend said courses during his/her normal work hours without discharging any leave provided that said courses are only offered during the Employee's normal workday.

c) The Employer will budget \$10,000.00 annually for employee education and training and the City's expenditure shall not exceed this amount in any fiscal year.

ARTICLE 25

BULLETIN BOARDS AND POSTING OF VACANCIES

25.1 a) **Bulletin Boards.** The Employer agrees to provide bulletin board space where notices of City and Union matters may be posted.

b) **Posting of Vacancies.** The Employer agrees to post all vacancies within seven (7) calendar days of occurrence.

c) The Employer will not sub-contract work that has been done exclusively by members of the bargaining unit ("bargaining unit work") except after advance notification to the bargaining unit, discussion and agreement with the Union. Such agreement shall not be unreasonably withheld.

ARTICLE 26

DISCHARGE AND DISCIPLINE

26.1 a) Discharge and discipline shall be in accordance with the applicable sections as provided for in Title Three (3) of the City Code of Ordinances.

b) Each employee shall be furnished with a copy of all disciplinary entries in his personnel record and shall be permitted to respond thereto. The contents of any employee's personnel record shall be disclosed to the employee upon his request.

c) No materials derogatory to any employee's conduct, service, character or personality will be placed in his personnel file unless he has had an opportunity to review the material. However, material obtained relative to an employee's initial employment, including references, shall be considered confidential and not subject to review by the employee.

d) After a period of three (3) years, if an employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the

employee's personnel records. Infractions of a serious nature shall be expunged from the employee's personnel record after a period of five (5) years.

e) **Arbitrary Firings.** To avoid arbitrary firings, when a Department Head is not satisfied with the work performance of an employee, the employee shall be counseled in the presence of his/her Union representative in order to help improve the employee's work performance.

f) In the event an employee whose job description requires a valid Rhode Island Driver's License has had said license suspended, the employee shall be demoted to the next lower pay grade and placed in the same step, from the date of suspension until license reinstatement. In addition to the above, subsequent losses of driver's license may also result in disciplinary action.

ARTICLE 27

GRIEVANCE PROCEDURE AND ARBITRATION

27.1 a) The purpose of the grievance procedure shall be to settle employee grievances arising out of the interpretation and application of this Agreement on as low a level as possible and as quickly as possible to ensure efficiency and high employee morale.

STEP 1. The employee(s) involved and/or the Union Representative shall meet with the immediate supervisor in an effort to resolve the grievance.

STEP 2. If no agreement is reached within one working day after presentation hereof, the grievance shall be reduced to writing and submitted to the Department Director with a copy to the Chairman of the Grievance Committee within twenty (20) days of the occurrence of the incident; presuming the grievant knew of potential contract violation or misinterpretation. The written grievance shall be forwarded by hand or certified mail, restricted delivery, return receipt requested. Within three (3) working days, the Department Director shall meet and discuss the grievance with the immediate supervisor, Union Representative and grievant. A written decision will be given by the Department Director within three (3) working days after such meeting.

STEP 3. If the Union and/or the employee is not satisfied with the decision at Step 2, the Chairman of the Grievance Committee shall file the grievance with the City Manager, who may convene a meeting to discuss the grievance, but who, in any event, will render his decision within seven (7) working days.

b) If the grievance which involves the interpretation or application of the terms of this Agreement is not resolved under the steps outlined above, it may be submitted to arbitration, either by the Employer or the Union but not the employee, upon written notice to the other within thirty

(30) days of the decision at Step 3. Said arbitration will be held under the Voluntary Arbitration Rules of the American Arbitration Association, and the decision of the Arbitrator shall be final and binding. The expense incident of the arbitration procedure shall be borne equally by the City and the Union. The arbitrator shall have no power to add to, delete from or modify any of the terms or provisions of this Agreement.

c) Local 911 shall have the right to initiate a grievance where the action complained of is of a general nature or affects the Union itself. Such a grievance shall be processed beginning at Step 3.

d) The Employer, on request, will produce payroll and other records as necessary to the Union.

ARTICLE 28

LEGAL EXPENSE

28.1 The Employer will provide legal representation from the Office of the City Solicitor for all City employees covered by this Agreement who are sued for actions taken during the course of their employment and will pay any judgment rendered in such legal action against the employee. Employees shall immediately notify the City Manager and the City Solicitor of any legal action filed against the employee. The City of Newport, however, reserves the right to decline to provide legal representation or pay such judgment for any City employee where the City determines that the employee exceeded the scope of his employment. The City's determination is subject to the individual employee's right to pursue all appropriate grievance procedures afforded him by this Agreement, City Ordinances and State law.

ARTICLE 29

PARITY CLAUSE

29.1 If the contracts between the City of Newport and Lodge No. 8, F.O.P., and/or Local 1080, I.A.F.F., provide increased benefits for Annual Leave, Sick Leave or Health Insurance, effective during the duration of this Agreement, then members of the bargaining unit covered by this Agreement shall receive these same benefit increases.

ARTICLE 30

INTENTIONALLY OMITTED

ARTICLE 31

ORDINANCE AMENDMENTS

31.1 The Employer shall provide the Union with a copy of Title Three each time said Ordinances are reprinted as a result of amendments. All council docket items are available to the public at the City Clerk's office and may be requested by members of Local 911.

ARTICLE 32

RESIDENCY

32.1 Employees covered by this Agreement shall not be required to maintain residency in the City of Newport in order to hold their respective positions while working for the City.

ARTICLE 33

SAVINGS CLAUSE

33.1 Should any provision of this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 34

DURATION OF AGREEMENT


34.1 This Agreement shall be effective as of the 1st day of July, A.D. 2018 and shall remain in effect until the 30th day of June, A.D. 2021.

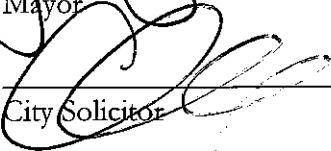
The parties agree that no contractual term will be altered after expiration of this Agreement unless the City has first negotiated to impasse with the Union or reached agreement with the Union.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 22nd
day of May A.D., 2019.

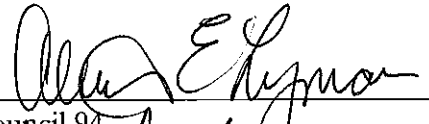
**FOR THE CITY OF NEWPORT,
RHODE ISLAND**




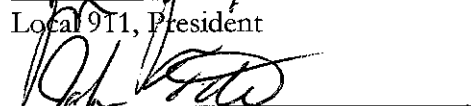
Mayor


City Solicitor

**FOR R.I COUNCIL 94
AFSCME, AFL-CIO, LOCAL 911**



Council 94


Local 911, President


Local 911, Secretary-Treasurer