

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF NEWPORT

AND

NEWPORT MUNICIPAL EMPLOYEES ASSOCIATION,

NATIONAL EDUCATION ASSOCIATION

OF RHODE ISLAND

(LOCAL 840)

FOR THE PERIOD FROM

JULY 1, 2016 TO JUNE 30, 2019

## ARTICLE 1

### PURPOSE

1.0 It is the purpose of this agreement to carry out the policy of the City of Newport by encouraging a more harmonious and cooperative relationship between the City and its management employees. By means of this Agreement, the signatories hereto bind themselves to improve the standards of service to the people of the City of Newport. The signatories agree further that the laws of the State of Rhode Island, the Ordinances of the City of Newport and the will of the people of the City of Newport expressed through, referenda, or otherwise shall be enforced.

1.1 Pursuant to the provisions of the Public Laws of the State of Rhode Island, this Agreement is made and entered into this 28<sup>th</sup> day of December, in the year 2015, by and between the City of Newport Rhode Island (hereafter "the City") and the Newport Municipal Employees Association, National Education Association of Rhode Island (hereafter "the Union")

## ARTICLE 2

### RECOGNITION AND UNION SECURITY

#### 2.1 Recognition

2.1. The City hereby recognizes that the Newport Municipal Employees Association, National Education Association of Rhode Island, is the exclusive bargaining agent for permanent, active employees in the following positions:

Administrative Assistant-Harbor  
Administrative Assistant-Utilities  
Beach Manager/Recreation Supervisor  
Clean City Program Coordinator  
Computer Manager  
Deputy Tax Assessor  
Deputy Zoning Officer  
Deputy Zoning Officer (Part-Time)  
Executive Secretary  
Facilities Manager  
Financial Analyst-Utilities  
GIS Coordinator  
Harbormaster  
Help Desk Coordinator  
Laboratory Supervisor  
Microbiologist  
Municipal Court Administrator  
Planner  
Preservation Planner  
Purchasing Agent  
Recreation Program Supervisor  
Research & Development Administration  
Senior Development Planner

Supervisor of Streets (until June 30, 2019)

Supervisor of Water Distribution/Collection

Web Developer

For the purpose of collective bargaining relative to wages, rates of pay and other terms and conditions of employment, this Agreement constitutes, for its duration, complete discharge and satisfaction of the obligations created by this section. The parties specifically agree that the positions of:

Accounting Supervisor

Administrative Assistant-Manager's Office

Assessor

Building Official

Budget and Financial Analyst

City Clerk

Controller

Deputy City Clerk

Deputy Utilities Director, Finance

Deputy utilities Director, Engineering

Director of Economic Development

Director of Finance and Support Services

Director of Planning, Zoning, Development & Inspections

Director of Public Services

Director of Recreation

Director of Utilities

Executive Assistant  
Fire Chief  
Human Resources Administrator  
Human Resources Assistant  
Information Technology Manager  
Legal Assistant  
Police Chief  
Recreation Administrator  
Redevelopment Agency Administrator/Grant Writer  
Senior Accountant  
Supervisor of Streets (as of July 1, 2019)  
Tax Collector  
Transportation Engineer  
Trees and Grounds Supervisor  
Water Quality Production Supervisor  
Zoning Officer

Shall be excluded from the bargaining unit covered by this Agreement, and the Union agrees not to seek to represent nor accept into membership employees in any of these positions.

2.2 **Nondiscrimination**-All references to employees in this Agreement designate both genders, and whenever one gender is used, it shall be construed to include both male and female employees.

The Union and the City agree that neither shall discriminate against any employee in the administration of this Agreement because of membership or non-membership in the Union.

2.3 **Union Security-** All active permanent employees in the positions listed in Article 2, Section 1 of this Agreement shall have the right to join or refrain from joining the Newport Municipal Employees Association, National Education Association of Rhode Island. Employees who choose not to join the Union, however, and who are covered by the terms of this Agreement, shall be required to pay a monthly service fee to the Union, and/or special assessments from time to time, for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities to represent all of the employees in the collective bargaining with the City, the Union agrees that it will accept into membership every employee covered by this Agreement who tenders dues as a condition of acquiring and retaining membership. This fee shall be payable at the same time and in the same manner as members' dues, and the sum shall be fixed lawfully by the Union.

2.4 **Dues-** the City Agrees to deduct Union dues, as established by the Union, from the pay of each member of the bargaining unit who is a member of the Union in equal amounts from each pay, as the frequency of pay periods may require, upon receipt from each such member of a written authorization form. The amounts of such deductions from Union dues are to be transmitted to the duly elected Treasurer of the Union by the 8<sup>th</sup> day of each successive month. The Union will notify the City in writing not less than thirty (30) days prior to any change in the amount of Union dues.

2.5 **Indemnification-** The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought or issued against the City as a result of any action taken by the City under the provisions of this Article.

2.6 **Definitions-** (a) Whenever used in the Agreement, the terms “member” or “employee” shall have the same meaning, which is: active, permanent employee in the positions in the bargaining unit. Employees, who are on layoff, suspension without pay, or leave of absence or absent for active Military service shall be entitled to none of the benefits of this Agreement, except to the extent they are expressly granted eligibility for certain benefits in other sections of this Agreement or as may otherwise be provided by law.

2.6(b) Notwithstanding any other provisions of this Agreement to the contrary, permanent, part-time employees, (i.e., those whose established schedule is for less than 32 hours per week), shall be entitled to pay for hours worked as established by this Agreement, and four hours pay for holidays, but to no other benefits or entitlements provided by this agreement.

Employees who are not full-time employees shall be entitled to benefits only to the extent provided by the Personnel Ordinance, as it may be amended from time to time.

2.7 **Union Officers and Representatives-** A written list of Union Officers and Representatives shall be furnished to the City immediately after designation, and the Union shall immediately notify the City of any changes therein.

## ARTICLE 3

### SCOPE OF AGREEMENT

3.1 **Scope-** This Agreement is made pursuant to and in discharge of, for its duration, the duty to bargain with each other imposed by law upon the parties. The bargaining which preceded the execution hereof results in no agreements other than those expressly set forth herein and except to the extent that the express provisions of Article 1 through Article 29 of this Agreement expressly and necessarily place limits thereon, the City retains all the discretion and power of unilateral action possessed by it prior to its recognition of the Union and prior to the Union gaining the support of a majority of the employees.

3.2 **Saving Clauses-** 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 the Agreement shall remain in full force and effect for the duration of this Agreement.

## ARTICLE 4

### MANAGEMENT RIGHTS

4.1 **Management-** the Union recognizes that except as specifically relinquished by the express terms of this Agreement, all rights to manage, direct or supervise the operation of the City and its employees are vested solely in the City. Except as expressly and



necessarily limited by the provisions of this Agreement, among the rights retained by the city pursuant to this Agreement are the rights to:

1. Hire, discharge or discipline employees for just cause.
2. Introduce new or improved work methods, procedures, equipment or facilities and to reduce the work force if, in its sole judgment, it (the City) requires fewer employees.
3. Layoff employees.
4. Assign work.
5. Fix standards of quality and quantity for work done.
6. Control the types of work, amounts of work, methods of accomplishing work and scheduling of operations
7. Determine the number of employees on any assignment and job content.
8. Rearrange jobs and tasks to improve operational efficiency and/or eliminate slack and idle time
9. Hire such temporary and/or part-time employees as it sees fit.
10. Determine how, when, where and by whom work shall be done and whether and to what extent employees covered by this Agreement shall perform it.
11. Enact and alter from time to time rules and regulations, governing the conduct of employees, and any and all aspects of employment and the internal conduct of the City and its departments, which are not in direct and necessary conflict with the explicit provisions of this Agreement. Such rules and regulations, policies and procedures, upon adoption, shall be given in writing to every employee covered

by this Agreement. All employees covered by this Agreement shall adhere to such rules and regulations

12. Fill or not to fill vacancies.

The listing of the foregoing specific rights in no way limits the generality of Article III thereof. Notwithstanding any other provision of this Agreement, the City retains the right to take any reasonable action in emergency situations, to protect the public interest, even if such action is contrary to the express terms of this Agreement.

4.2 **Subcontracting-** The City shall advise and inform the Union of any subcontracting work it plans to have performed which work has been exclusively performed by bargaining unit employees in the past. Notice shall be provided within ninety (90) days of the commencement of said work

## **ARTICLE 5**

### **NO STRIKES**

The Union and employees will not cause, call, encourage or sanction any strike, work stoppage, sick-out or slowdown, nor will the Union or any employee give assistance, encouragement or support to any concerted activity directed against any of the City's officials or managers in their homes or businesses.

## **ARTICLE 6**

### **PROBATION**

6.1 During the probationary period, individuals shall have no recourse to the grievance provisions of this Agreement.

6.2 During the probationary period, at least two (2) performance ratings shall be made on all probationary employees, the first is due at the end of three (3) months' employment, and the second is due at the end of the fifth month.

6.3 Upon completion of the probationary period, if an individual is not notified that his/her services are terminated he/she acquires full status as a regular employee.

## **ARTICLE 7**

### **SENIORITY**

#### **7.1 SENIORITY- Definitions and Terms**

7.1(a) Seniority shall be defined as the total length of continuous service with the Employer and shall begin to accrue, following completion of the probationary period. Upon completion of the probationary period, seniority shall be based upon the employee's first day of work in the bargaining unit.

7.1(b) Individuals shall be considered on probation for six (6) months after the first day of employment in their position (classification) and the City shall have complete discretion during the probationary period to determine whether or not to retain any individual for any reason. An employee retained after the probationary period shall acquire seniority status dating from the first day of employment in their position. The City, with the agreement of the affected employee and Union may extend the probationary period. Employees hired on the same day shall be assigned relative seniority at random by lottery.

## 7.2 **Layoffs and Recall**

7.2(a) In the event that the City determines that it will have a layoff, employees shall be laid off in the affected Classifications in reverse order of seniority. Affected employees will remain on a preferential reemployment list for a period of two (2) years from the date of layoff and shall retain their seniority for this period.

7.2(b) Employees on layoff shall be entitled to recall for a period of two (2) years from the date of layoff to any vacant position for which he/she is qualified.

7.2(c) In the event of a recall, employees will be recalled in inverse order of layoff, provided they have the skills and experience necessary to perform the function of the vacant position. For purposes of this subsection, the following classifications shall be deemed to be the same: Chemist and Microbiologist.

7.2(d) Notice of recall shall be sent to the employee by certified mail, giving twenty-one (21) days notice of recall. Within seven (7) calendar days of receipt of the notice of recall, the employee must notify the City of intention to accept the recall. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail to the mailing address provide by the employee, who shall have the obligation to inform the City of latest mailing address.

7.2(e) Seniority shall be cumulative during periods of layoff.

7.3 **Forfeiture-** Seniority and employee status will be forfeited in the event of the following:

1. Failure to accept recall or to report to work in accordance with section 7.2 above;
2. Voluntary quit;

3. Discharge for just cause;
4. Absence from work without notice to the City for three (3) consecutive work days, except under extraordinary circumstances in which contacting their department head is impossible;
5. When an employee exceeds an authorized leave of absence;
6. Layoff for a period exceeding the period during which an employee has recall rights;
7. Dishonesty by the employee to the detriment of the City, the public or any other employee of the City, including, but not limited to, knowingly falsifying a public record.

7.4 Seniority List- A seniority list shall be prepared upon the execution of this Agreement, posted for all members of the bargaining unit to inspect, and a copy forwarded to the Union President. Any member who believes that his/her date of seniority is inaccurate shall bring this to the attention of the Union President, who shall meet with the Manager or his/her designee to resolve this matter. If unsuccessful, the dispute shall be submitted to the grievance procedure. Thereafter, an updated seniority list shall be posted annually, and a copy forwarded to the Union President.

## **ARTICLE 8**

### **HOURS OF WORK**

8.1 This Article is intended to define the normal hours of work and the normal work week and to provide the basis for calculation of compensatory time.

8.2 Hours- The regular work week for most employees shall consist of five (5) consecutive working days from Monday through Friday.

8.2(a) Except as listed below, all full time employees covered by this Agreement shall have a Monday-Friday, thirty-five (35) hour work week of seven (7) consecutive hours per day, exclusive of a one (1) hour lunch.

8.2(b) The position of Supervisor of Streets shall have a Monday-Friday, forty (40) hour work week of eight (8) consecutive hours per day, exclusive of a half (1/2) hour lunch.

8.2 (c) The position of Supervisor of Water Distribution/Collection shall have a Monday-Friday, thirty- seven (37) and a one-half (1/2) hour work week of seven (7) and one-half (1/2) consecutive hours per day, exclusive of a half (1/2) hour lunch.

8.2(d) The Computer Manager shall have a Monday-Friday, forty (40) hour work week of eight consecutive hours per day, exclusive of a one (1) hour lunch.

8.3 The following employees work a flexible work week, which incorporates existing weekend and/or evening work, and averages the number of hours per week respectively set forth:

Beach Manager (35)

Harbormaster (35)

Recreation Program Supervisor (35)

Laboratory employees (35)

8.4 Salaried employees shall not receive overtime pay. Salaried employees may be required to perform work, or attend meetings related to City business or work, other than during the normal workday, by the City Manager. Employees shall receive compensatory

time for such work and attendance at all such required meetings in accordance with the following:

(1) Compensatory time shall be credited for the actual time worked outside of normal hours of work.

(2) An employee shall be credited with a minimum of one (1) hour (in attendance with the foregoing) for each meeting or work assignment even if the meeting is for less than one (1) hour.

(3) Compensatory time shall be discharged within three (3) months of the date credited and may not be cashed in or carried over.

(4) Employees who are assigned to work outside of the “normal” work week will similarly earn and discharge compensatory time.

Certain employees, including but not limited to the Harbormaster, Beach Manager, Supervisor of Streets, Deputy Zoning Officer and the Supervisor of Water Distribution/Collection are subject to seasonal demand periods, during which they may not discharge the use of compensatory time. Said employees shall have up to three (3) months from the designated end of such period, to discharge compensatory time they accrued during said period.

8.5 In the event the City decides to change the hours (i.e., starting and ending times) of any employee, it will provide at least two (2) weeks notice before the date of the change.

8.6 The parties acknowledge that on-call responsibilities of employees can, from time to time, interfere with the employees’ personal and family obligations. An employee will

not be required to respond to all on call- demands if legitimate personal and family burdens prevent him/her from doing so.

## **ARTICLE 9**

### **HOLIDAYS AND LEAVE**

9.1(a) all employees covered by this Agreement shall be entitled to twelve (12) paid holidays, as follows:

- (1) New Years Day (January 1)
- (2) Martin Luther King Day (3<sup>rd</sup> Monday in January)
- (3) Washington's Birthday (3<sup>rd</sup> Monday in February)
- (4) RI Independence Day
- (5) Memorial Day (last Monday of May)
- (6) Independence Day (July 4<sup>th</sup>)
- (7) Victory Day (2<sup>nd</sup> Monday in August)
- (8) Labor Day (1<sup>st</sup> Monday in September)
- (9) Columbus Day (2<sup>nd</sup> Monday in October)
- (10) Veteran's day (November 11<sup>th</sup>)
- (11) Thanksgiving Day (4<sup>th</sup> Thursday in November)
- (12) Christmas Day (December 25<sup>th</sup>)



9.1(b) In the event that the RI General Assembly abolishes Victory Day as a State Holiday, employees will continue to receive the second (2<sup>nd</sup>) Monday in August as a day off with pay.

9.1(c) Whenever a holiday falls during an employee's scheduled vacation, the employee will not be charged vacation leave for that day.

9.1(d) When a holiday falls during a period of sick leave, the employee will not be charged sick leave for that day.

9.1(e) Employees will be provided an additional holiday implemented in accordance with the City Manager's "floating holiday" policy. However, the City Manager may, in the exercise of his sole discretion, abolish said holiday if this benefit is also abolished and no longer available to employees who are not members of any collective bargaining units.

## 9.2 **Annual Leave**

9.2(a) Any employee hired before 15, November, 2000 who has been in the employ of the employer for more than six (6) months of continuous service shall accrue vacation time on a monthly basis in accordance with the following schedule:

### **HOURS OF VACATION**

(Accrual per Biweekly Pay Period)

1-10 years of service	4 hours
Beginning 11 <sup>th</sup> year	6 hours
Beginning 16 <sup>th</sup> year	8 hours

Annual leave shall also be added every July 1<sup>st</sup> to the annual leave of eligible employees, including those hired on or after November 15, 2000, in accordance with the following

a) Less than 5 years of service- 3 additional days (24 hours) of annual leave per year.

b) At least 5 years but less than 10 years - 4 additional days (32 hours) of annual leave per year.

c) At least 10 years but less than 15 years – 3 additional days (24 hours) of annual leave per year.

d) At least 15 years but less than 20 years -3 additional days (24 hours) of annual leave per year.

e) 20 years and over -5 additional days (40 hours) of annual leave per year.

9.2 (b) (1) For purposes of charging annual leave all work day shift shall be assumed to be eight (8) hour shifts.

9.2(b) (2) Annual leave granted shall not exceed the total amount accrued to an employee at the start of the bi-weekly pay period.

9.2(b) (3) Unless an employee has a minimum balance of eight (8) hours at the start of at the bi-weekly pay period, he/she is not entitled to use annual leave.

9.2(b) (4) Annual leave shall not be granted when it is known that the employee does not expect to return to duty. Separations shall be effective as of the last day worked, except in the case of separation for disability or death.

9.2(c) Employees hired prior to November 15, 2000 may accumulate annual leave until it totals not more than 400 hours.

9.2(d) Any employee covered by this Agreement taking leave of absence without pay shall cease to accrue vacation (annual) leave during the period of such absence.

9.2(e) Approval for requests for annual leave will be determined based on the work requirements of the City and the desires of the employee. Requests for vacation leave of more than five (5) consecutive days will be submitted to the City Manager. All other requests for vacation leave shall be submitted to the Department Head.

9.2(f) Accrued vacation pay will be paid to any Employee upon termination of employment. In case of an Employee's death, payment of such accrued vacation time will be made to the Employee's estate.

9.2(g) At any time during the year, all full-time employees shall be entitled to sell back to the City a maximum of 200 hours of accumulated (not current) annual leave in increments of 50 hours per pay period. Payment shall be made within 30 days of an employee's request.

9.2(h) For employees hired on or after November 15, 2000, the maximum allowable annual leave accumulation shall be 300 hours and shall be granted as follows

**Completed Service Hours**

1-3 years: 3 hours/biweekly

4-10 years: 4 hours/biweekly

11-12 years: 5 hours/biweekly

13 years or more: 6 hours/biweekly

For employees hired on or after January 1, 2003, the maximum annual leave accumulated shall be 200 hours.

Upon successful conclusion of the probationary period, the employee shall receive all vacation as if accrued from the first (1<sup>st</sup>) day of work.

9.2(i) Employees will earn one (1) additional day of annual leave as a reward for not taking any sick leave during a specified period of three (3) months. The time periods shall generally consist of July 1 to September 30; October 1 to December 31; and January 1 to March 31; April 1 to June 30. However for administrative purposes, the pay period dates nearest the above calendar dates shall govern.

## **ARTICLE 10**

### **ILLNESS AND INJURY**

10.1 **Sick leave**-Sick leave shall be granted to employees when:

10.1(a) The employee is incapacitated from the performance of his/her duties by sickness, injury, confinement, or medical, dental or optical examination or treatment.

10.1(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 requiring the care and attendance of the employee; and

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

10.2 **Accrual and Discharge of Sick Leave**- Full-time employees shall accrue sick leave as follows:

10.2(a) Employees shall accrue sick leave on the basis of four (4) hours for each biweekly pay period.

10.2(b) Employees hired on or after July 1, 1995 shall accumulate no more than one hundred twenty (120) days of sick leave (960 hours).

10.2 (c) For the purpose of charging sick leave, all workday shifts shall be the actual hours worked but not less than an eight (8) hour shift.

10.3 Requests for Sick Leave: Approval – Limitations -Personal Day. Sick leave with pay must be granted to regular employees in accordance with the following provisions:

10.3(a) An employee shall have been employed for a continuous period of thirty (30) days, without a break in service of one (1) or more workdays, before he/she is entitled to use sick leave.

10.3 (b) Sick leave granted shall not exceed the total amount accrued to an employee at the start of the biweekly pay period.

10.3(c) Unless an employee has a minimum balance of eight (8) hours at the start of the biweekly pay period, he/she is not entitled to use sick leave.

10.3(d) If an employee has no sick leave balance, absences due to illness may be charged in accordance with annual leave or leave without pay, Section 3.28.200 of the City Code and Article 9, Section 2 of this Agreement.

10.3(e) An employee who has accumulated one hundred four (104) hours of sick leave shall be entitled to one (1) personal day, so called. An employee who has accumulated two hundred eight (208) hours of sick leave shall be entitled to two (2) personal days, so called. An employee who has accumulated three hundred twelve (312) hours of sick leave shall be entitled to three (3) personal days, so-called. Regardless of the amount of accumulated sick leave, an employee shall not be entitled to more than three ( 3) personal days, so called, per year during the time period of this Agreement. An employee shall take his/her personal days, so called, in accordance with the procedures established by the City Manager for sick leave. In no event may a personal day be used

the day before, the day of, or the day after a holiday or scheduled vacation. However, the employee's department head may waive such restrictions if, in his/her discretion usage would not cause staffing issues within the department. For the purposes of charging sick leave, a personal day shall be charged at eight (8) hours.

#### **10.4 Advanced Sick Leave**

10.4(a) Advance sick leave, not to exceed four (4) work weeks, may be granted by the City Manager to regular employees after the first (1<sup>st</sup>) six (6) months of employment in cases of serious disability or ailments when it is to the advantage of the City to do so. This authority may not be delegated.

10.4(b) Advanced sick leave may be granted irrespective of whether or not the employee has annual leave to his/her credit.

10.4(c) Requests for advance sick leave shall be submitted in writing stating the circumstances and the need for such leave, the time and date and when the accrued sick leave will be exhausted, the amount of advance sick leave requested and the date to which such leave will extend.

10.4(d) Requests for advanced sick leave shall be evaluated against at least the following considerations without limitation:

10.4(d) (1) The employee's past leave record;

10.4(d) (2) The nature, seriousness and extent of illness or disability;

10.4(d) (3) The probability of return to duty and the prospect for continued employment;

10.4(d) (4) The probability of the employee liquidating the leave to be advanced.

10.4(e) Individuals, who, upon separation from City employment, are indebted for advance sick leave, shall reimburse the City, or appropriate deductions shall be made from his/her salary or any leave due him/her. This requirement may be waived in cases of separation for a serious illness (which does not include maternity situations) or disability, which is confirmed by a statement of a licensed physician.

**10.5 Reports and Investigations- Medical Certificates- Fraud-** Reporting and investigating sickness, together with other miscellaneous factors relative to sick leave shall be handled as follows:

10.5(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 within two (2) hours after their usual reporting time, if physically able to do so. Upon return to work, the employee shall immediately submit to his/her supervisor an authorization for leave form.

10.5(b) Medical Certificate. A medical statement may be required for any absence chargeable to sick leave; such statement shall normally be required for sick leave in excess of five (5) workdays.

10.5(c) False or Fraudulent use of Sick Leave. The City 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.

10.6 Leave for Injury or Illness in Line of Duty- Leave for absence with compensation, as provided by the provisions of chapters 29 through 38, inclusive, of Title 28 of the General Laws of Rhode Island, 1956, as amended, known as the "Workers'

Compensation Act”, shall be granted to permanent employees who become incapacitated as a result of injury or occupational disease incurred through no misconduct of their own during actual performance of duty. Compensation shall consist of payment of all bills incurred as a direct and necessary result of such injury, which bills are not compensable by any insurer or voluntary health program. Such leave shall start at such time as the employee is unable to perform his/her customary duties. Every application for such leave shall contain a statement by the employee, affirmed by his/her supervisor, setting forth the details of the accident and supported by the certificate of a licensed physician setting forth the nature and extent of the leave for injury in the line of duty. The employee shall provide information and the employee’s first report of injury (DWCI) shall be submitted within twenty-four (24) hours of the injury for approval by the insurer named by the City. Every period of leave granted under this section shall be considered creditable service and shall be recorded on the employee’s leave card, but shall not be charged to any other type of leave.

**10.7 Payment for Unused Leave.** Upon retirement, death or voluntary termination (as to voluntary termination, only after a minimum, of ten (10) years of service), an employee shall be paid for his/her accrued sick leave in accordance with the following:

10.7.1 Employees hired prior to July 1, 1995- 65% of accrued sick leave, with a maximum payout of \$25,000.00. This maximum payout shall not apply to employees who were notified in November 1995 that they were entitled to a maximum payout in excess of \$25,000. In those cases, the maximum payout shall be the amount reflected on said notice.



10.7.2 Employees hired on or after July 1, 1995-65% of accrued sick leave, with a maximum payout of \$10,000.00

10.7.3 Employees hired on or after January 1, 2001- 65% of accrued sick leave, with a maximum of \$7,500.00

10.8 **Light Duty**- Employees who are determined to be unfit for their regular duties, due to line of duty injury, may be ordered to return to work to perform such duties as they are capable of performing as suitable alternative employment pursuant to Workers Compensation Act. Such light duty may consist of duties normally performed by employees covered by this Agreement, other duties not normally performed by employees covered by this Agreement, or a combination of both. Employees will be deemed to have resigned employment if they refuse such work, unless there is a written medical doctor's opinion that they cannot perform such work.

10.9 **Examinations**-In the case of chronic or pattern absences, a City physician may examine an employee who reports an illness or injury whether job related or not and also determine whether or not an employee is ready to return to work.

## **ARTICLE 11**

### **PAID LEAVE**

#### **11.1 Bereavement Leave**

11.1(a) In the event of a death of a member of the family of an employee, the City will grant reasonable time off (as listed below) without loss of pay. In each situation, the time will not be charged to sick leave or vacation leave and unless otherwise approved by

the City Manager, must be taken within the week following the death of any family member as follows: three (3) days for wife, husband, children, parents, parents-in-law, sister or brother), two (2) days for grandparents, grandchildren), and one (1) day for an employee's aunt, uncle, niece, nephew, sister-in-law or brother-in-law.

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

11.1(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.

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

## 11.2 **Maternity & Paternity Leave**

11.2(a) Employees who have completed two (2) years of service with the City shall be granted a leave of absence, with out pay or benefit, for maternity. Written application for Maternity Leave must be filed with the Personnel Administrator at least sixty (60) days prior to the start of said leave.

11.2(b) Maternity leave shall not exceed six (6) months. If an employee has not returned to full time City employment at the end of six (6) months' Maternity leave, it shall be considered an automatic resignation.

11.2(c) Temporary replacements for employees on Maternity leave shall not be covered by the terms of this Agreement. The parties recognize that employees and the City have rights as provided by Federal and State FMLA laws, as they may be amended from time to time, in addition to those provided by this Agreement.

## 11.3 **Union Business Leave**

11.3(a) The Union President or his/her designee shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances, and to attend grievance arbitration and other administrative or court hearings, with prior approval from his/her Department Director.

11.3(b) Necessary employees shall be granted reasonable time off during working hours without loss of pay to testify at grievance hearings, arbitration's, and other administrative or court hearings arising out of their jobs, with prior approval from their Department Directors.

## **ARTICLE 12**

### **GRIEVANCE PROCEDURES**

12.1 The purpose of the grievance procedure shall be to establish an amicable avenue for the resolution of disputes as quickly as possible.

12.2 A grievance shall be defined as any difference or dispute between the City and the Union, or the City and an employee with respect to the interpretation, application, or violation of any provision of this Agreement.

#### **12.3 The Grievance Procedure**

12.3(a) A grievance by an employee shall be presented in writing to the employees' immediate supervisor outside of the bargaining unit by the aggrieved employee and the union within thirty (30) calendar days of when the employee/Union knew or should have known of the occurrence giving rise to the grievance. The

immediate supervisor shall meet and discuss the grievance within three (3) working days of the receipt of the written grievance. The supervisor shall answer the grievance in writing within three (3) working days of the hearing. Within three (3) working days of the receipt of the written answer, the employee and the Union may re-file the grievance in writing to the employee's department head.

12.3(b) The department head shall meet and discuss the grievance within three (3) working days of receipt of the grievance. The department head shall answer the grievance in writing within three (3) working days of the hearing. Within five (5) working days of the receipt of the written answer, the employee and the Union may re-file the grievance in writing to the City Manager.

12.3(c) The City Manager shall meet and discuss the grievance within five (5) working days of receipt of the grievance. The City Manager shall answer the grievance in writing within five (5) working days of the hearing.

#### **12.4 Arbitration**

If the grievance is not resolved in accordance with the above procedure, it may be submitted to arbitration by the Union within thirty (30) calendar days of the written decision of the City Manager. Said arbitration will be conducted under the Voluntary Arbitration Rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding. The expenses of the arbitration shall be borne equally by the City and the Union.

#### **12.5 Miscellaneous**

12.5(a) The time limits herein shall be regarded as maximums; however, the parties may extend any time limit by mutual agreement.

12.5(b) A grievance may be processed to the next step on the grievance procedure if a decision has not been rendered within the time limits prescribed herein.

12.5(c) A failure of the City to respond to a grievance shall be deemed a denial of the grievance.

12.5(d) The failure of the Union to process a grievance within the time limits prescribed herein shall be deemed a waiver of the grievance.

12.5(e) The President of the Union or the Grievance Chair, and the grievant shall be granted time off without loss of pay to attend grievance and arbitration hearings.

12.5(f) All grievances concerning the suspension or dismissal of an employee shall be commenced at the level of the City Manager.

12.5(g) A member of the bargaining unit shall not be entitled to file a complaint to the Personnel Appeals Board pursuant to section 3.36.020 of City Ordinances.

## **ARTICLE 13**

### **SALARIES**

Effective July 1, 2016, each step of the bargaining unit salary scale shall be increased by the higher of 1.9% or the percentage increase awarded on that date to Executive, Administrative and Professional Employees (non-union).

Effective July 1, 2017, each step of the bargaining unit salary scale shall be increased by the higher of 1.9% or the percentage increase awarded on that date to Executive, Administrative and Professional Employees (non-union).

Effective July 1, 2018, each step of the bargaining unit salary scale shall be increased by the higher of 1.9% or the percentage increase awarded on that date to Executive, Administrative and Professional Employees (non-union).

#### **ARTICLE 14**

##### **INCLEMENT WEATHER POLICY**

14.1(a) The City may suspend work, without loss of pay during extreme weather.

14.1(b) Non-essential employees are not required to report for work any time their building is closed because of inclement weather or other emergency without loss of pay.

14.1(c) On days that their building is closed early because of inclement weather or other emergency, non-essential employees shall be permitted to leave the building without loss of pay.

#### **ARTICLE 15**

##### **DAMAGE OR STOLEN PERSONAL PROPERTY**

15.1(a) The City will evaluate and fairly consider, on an individual basis, an employee's request for reimbursement for personal items, which have been damaged, destroyed or stolen in the performance of his/her job as a City employee.

15.1(b) Employees who must use their own tools at the request of the City to perform their work shall have any broken or worn tools replaced by tools of the same quality at

the City's expense, provided tools to be replaced are turned into the City and the tools loss was work-connected and not the fault of the employee.

15.1(c) Employees who through no fault of their own break their eyeglasses while performing their duties, shall have them replaced.

15.1(d) Replacement or payment for replacement of tools and eyeglasses will be made within thirty (30) days of written notice to the City.

## **ARTICLE 16**

### **PERSONNEL FILES**

16.1 An employee shall, upon request during normal business hours, be permitted to examine his/her personnel file. However, letters of recommendation solicited in connection with initial employment shall not be available to that employee.

16.2 No derogatory material shall be placed in the employee's personnel file unless the employee has received a copy of the material and has had the opportunity to sign and date the material prior to it being placed in the personnel file. Derogatory material shall be defined as material which is adversely critical of the employee's character, service, performance, etc. The employee may file a written response to the derogatory material or submit the matter to the grievance procedure.

16.3 The content of an employee's personnel file shall be disclosed to the employee's Union Representative only with the written consent of the employee.

16.4 The official personnel file for each employee shall be maintained in the City Personnel Office.

## ARTICLE 17

### DISCIPLINE AND DISCHARGE

17.1 Disciplinary action may be imposed upon an employee only for just cause.

Disciplinary action shall normally include only the following:

- (1) Oral reprimand
- (2) Written reprimand
- (3) Suspension
- (4) Demotion where appropriate
- (5) Discharge

17.2 If the City Manager decides to suspend or discharge an employee, the employee and the Union shall receive written notice of said action.

17.3 If the City Manager decides to demote an employee, the employee and the Union shall receive written notice of said action, which will provide no less than two (2) weeks notice of the effective date of the demotion.

17.4 A written reprimand will be expunged from an employee's personnel file three (3) years following the issuance of the reprimand, so long as there has not been additional disciplinary action administered during that three (3) year period unless the parties agree otherwise.



## **ARTICLE 18**

### **PROFESSIONAL DEVELOPMENT**

18.1 To encourage the development of the individual employee's on-the-job performance and to make ready, experienced and knowledgeable replacements, the City 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 prior to the date of the class.

18.2 Employees within the bargaining unit may apply to the City Manager or his/her 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, and trade schools or continuing adult education classes.

18.3 All employees covered by this collective bargaining Agreement with the City of Newport shall be allowed to attend Adult Education Classes, sponsored by the Newport School Department, at not cost, subject to the availability of classroom space and each individual employee's work schedule. Nothing herein contained shall allow an employee to attend said Adult Education Classes during an employee's hours of work with the City of Newport. Each class must have sufficient tuition-paying registrants, as well as first to be offered to those members of the School Department who are also eligible to participate. All books, supplies or other course-related expenses shall be at the cost of the employee. Both the Union and the City of Newport acknowledge that this Agreement is at the sole discretion of the Newport School Department and may be amended or

eliminated at any time with no recourse on the part of the Union against the City of Newport or the Newport School Department.

## **ARTICLE 19**

### **BULLETIN BOARDS**

19.1 The City agrees to provide bulletin board space at all work locations where appropriate Union notices may be posted.

## **ARTICLE 20**

### **LEGAL EXPENSE**

20.1 The City 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.

20.2 Employees shall immediately notify the City Manager and City Solicitor of any legal action filed against the employee arising out of their employment with the City. The City of Newport, however, reserves the right to decline to provide legal representation or any such judgment for any City employee where the City determines that the employee exceeded the scope of his/her authority. The City's determination is subject to the individual employee's right to pursue all appropriate grievance procedures afforded him/her by this Agreement.

## **ARTICLE 21**

### **ORDINANCE AMENDMENTS**

21.1 The City shall provide the Union with a copy of Title Three (3) each time said ordinances are reprinted as a result of amendments. Upon request, all Union pertinent council docket items are to be sent to the President of the Union.

## **ARTICLE 22**

### **HEALTH AND SAFETY**

22.1 The City and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.

22.2 A comprehensive approach to workplace health and safety shall be the responsibility of the Risk Management Committee established pursuant to RIIRMT recommendations.

22.3 The City agrees to:

22.3(a) Keep all motor vehicle equipment in safe operating condition and institute maintenance schedules for equipment.

22.3(b) Make annual electrical and building inspections to ensure safe working conditions.

22.3(c) Make all accident reports available to the Union President for review on at least a quarterly basis.

22.3(d) Provide personal protective equipment including uniforms if required by the City, and rain gear, if needed, to perform assigned duties.

22.4 Employee complaints about health and safety issues shall be addressed through the grievance procedure.

### **ARTICLE 23**

#### **RETIREMENT**

23.1 The City shall continue to participate in the Rhode Island Municipal Employees Retirement System (RIGL 45-21), including Plan B COLA (RIGL 45-21-52).

23.2 The City shall continue to annually reimburse employees an amount equal to 3% of their respective contributions to the retirement system.

### **ARTICLE 24**

#### **VACANCIES AND PROMOTIONS**

24.1 Whenever a bargaining unit position becomes vacant and the City continues the position, the City shall post the vacancy in each building for a period of no less than fourteen (14) calendar days. A position shall become vacant due to resignation, retirement, promotion, demotion, dismissal, death, or the creation of a new position.

24.2 The posting shall include the job specifications and qualifications.

24.3 A member of the bargaining unit shall be given preference over outside applicants for appointments to a vacant position so long as he/she meets the qualifications which are determined by the Employer and placed on the job specifications and has had satisfactory performance in his/her current position. No outside applicants shall be considered unless the vacancy is not filled from within the bargaining unit.

24.4 Where there is more than one qualified applicant from within the bargaining unit, the senior member shall be appointed to the vacant position where the qualifications of the applicants from within the bargaining unit are substantially similar.

24.5 The terms of this provision shall apply to whether the vacancy is at a grade level which is lower, the same, or higher than held by the applicant from within the bargaining unit.

24.6 When a member of the bargaining unit is appointed to a new position within the bargaining unit, he/she shall undergo a new probationary period of three (3) months in that position. In the event the City decides that the employee is not satisfactorily performing the new job or the employee decides that he/she prefers his/her previous position, he/she will be returned without prejudice to the former position.

24.7 Within the first six (6) months after a successful bid to a position, an employee shall not be eligible to seek another bid under the provisions of this Agreement.

## **ARTICLE 25**

### **RESIDENCY**

25.1 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 26**

### **TITLES**

26.1 None of the titles of Articles or sections within this Agreement shall be given any substantive effect. The parties intend them only as a means of differentiating one section from another.

## **ARTICLE 27**

### **ALTERATIONS OF AGREEMENT**

27.1 **Alterations in Writing-**Any alteration or modification of this Agreement shall be binding only if it is in writing and signed by both parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

## ARTICLE 28

### HEALTH, DENTAL AND LIFE INSURANCE

28.1 **Health Insurance-** All active, full time, permanent employees employed in the bargaining unit shall be provided with the following individual or family health insurance program dependent upon the marital status of the employee: a plan from a provider of health care benefit plans providing the benefits included in the Healthmate Coast to Coast (100%-80%) VAR 250 DED 75 ER Plan with prescription drug plan, \$600 deductible cap. As of April 9, 2009, all employees of the bargaining unit shall pay two percent (2%) of their base salary not to exceed ten percent (10%) of the healthcare premium cost in the case of a family plan, and a one percent (1%) of their base salary not to exceed ten percent (10%) of the healthcare premium cost in the case of a single plan towards the cost of the health insurance coverage by way of payroll deduction. As of April 9, 2009, all new hires in the bargaining unit will pay three and one-half percent (3 ½%) of their base salary towards the cost of their health insurance coverage.

28.1.1 All members of the bargaining unit shall pay as of July 1, 2012 (effective upon signing the Agreement) ten percent (10%) of the premium/ cost for their health insurance coverage. As of June 30, 2013 said percentage shall increase to twelve point five percent (12.5%) and as of June 30, 2014, the required percentage payment shall be fifteen percent (15%) of the premium/cost for their coverage. In no event, however, shall an employee pay more than five percent (5%) of their salary for a family plan and two point five percent (2.5%) of their salary for a single plan.

28.1.2 If the City or its healthcare insurance coverage provider offers from time to time any healthcare plan in addition to, and more expensive than the base plan identified in section 28.1, then employees may opt for such a plan by paying the difference in the premium cost for such plan over the premium cost for the base plan by way of payroll deduction. Such employees shall, in addition, pay any and all premium sharing costs required to be paid by Article 28. Nothing in this section shall require the City to provide additional coverage plans other than the base plan.

28.1.3 As of January 1, 2016, 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 1<sup>st</sup> 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 1/12<sup>th</sup> 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 HAS.

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 on December 31, 2015 in order for the employee to be qualified for an HSA.

**28.2 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.

**28.3 Life Insurance.** All employees covered by this Agreement shall be provided with a paid fifty thousand dollar (\$50,000) group term life insurance policy benefit upon completion of two (2) years of service.

**28.4** 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 sixty-five (65), then the City will place the retiree back on the City's health plan within thirty (30) days after the date of receipt of notification by the employee. Retirees will be provided Plan 65 or similar coverage offered by health insurance providers upon reaching age sixty-five (65) and plan supplementation will be provided at no cost to said retiree. However, as of June 1, 2009, the City's obligation

herein to provide Plan 65 or any other medical insurance coverage to retirees retiring on that date or thereafter upon reaching age 65 shall terminate. As of April 9, 2009, all employees of the bargaining unit retiring on said date or thereafter, shall pay three percent (3%) of the cost of their continued health insurance coverage as a condition for such continued coverage.

Any member of the bargaining unit retiring on or after January 1, 2016 prior to age 65, will be provided health insurance coverage until reaching age 65, similar in nature to the existing Healthmate Coast to Coast DED 250 plan which has been offered to active bargaining unit members prior to January 1, 2016, however, with a prescription drug cap deductible of \$1000. The retired member shall pay a premium cost share of five (5%) percent.

Plan 65 medical insurance coverage shall be granted to the incumbent supervisor of streets member employed in this position as of July 1, 2015 only. No other member retiring on or after June 1, 2009 shall be entitled to Plan 65 or any other medical insurance coverage upon reaching the age of 65.

28.5 Prior to July 1, 2004, the City had been allowing members of the bargaining unit to participate in the City's health insurance buyback program. The parties disagree as to whether the City was required to continue to provide this benefit. The parties agree that no new members of the bargaining unit will be allowed to buyback benefits as of July 1, 2006. For those bargaining unit members participating in the program prior to July 1, 2006, the buyback benefit will be limited to Six Thousand Dollars (\$6000) as of July 1, 2007, Five Thousand Dollars (\$5000) as of July 1, 2008, and One Thousand Dollars (\$1000) as of June 1, 2009.

**ARTICLE 29**

**DURATION OF AGREEMENT**

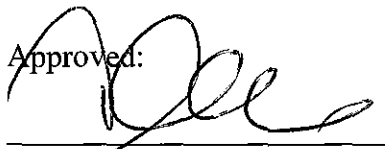
29.1 This Agreement shall be for a period commencing July 1, 2016 through June 30, 2019.

IN WITNESS WHEREOF, the City of Newport has caused this instrument to be executed and its corporate seal to be affixed by the Mayor of the City of Newport, thereunto duly authorized by the City Council of the City of Newport, as of the day and year first above written; and the said Newport Municipal Employees Association, National Education Association of Rhode Island, has caused this instrument to be executed by its President and its Secretary, thereunto duly authorized as of this day and first above written.

City of Newport

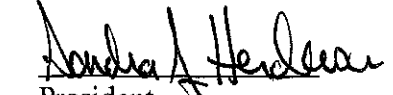
  
\_\_\_\_\_  
Mayor

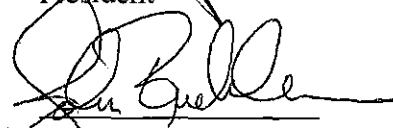
Approved:

  
\_\_\_\_\_  
City Solicitor

Date: 12/28/15

Newport Municipal  
Employees Association,  
National Education

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Date: 28 DEC 2015