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AGREEMENT

BY AND BETWEEN

THE TOWN OF NORTH PROVIDENCE

AND THE

RHODE ISLAND LABORERS' DISTRICT COUNCIL

ON BEHALF OF

PUBLIC EMPLOYEES' LOCAL UNION 1033

AFFILIATE OF THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

EFFECTIVE JULY 1, 2012 TO JUNE 30, 2015

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THIS AGREEMENT is entered into effective the 1st day of July, 2012, by and between the TOWN OF NORTH PROVIDENCE, RHODE ISLAND, hereinafter also referred to as the "EMPLOYER" or "TOWN" and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of PUBLIC EMPLOYEES' LOCAL UNION 1033, of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as the "UNION".

PREAMBLE

Section 1. This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and Employees, to provide insofar as possible for the continuous employment of labor, and to establish necessary procedure for the amicable adjustment of all disputes which may arise between the Employer and the Union.

Section 2. The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on the cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for the respective rights of both the Employer and the Employees.

DECLARATION OF PRINCIPLES

Section 1. There shall be no discrimination against an Employee, namely by reason of race, color, creed, sex, sexual orientation, national origin, age, union membership or other bases of discrimination prohibited by the state or federal law.

The Employer and the Union affirm their joint opposition to any discrimination practices in connection with employment, promotion, or training, remembering that the public's interest remains the full utilization of Employees' skills and ability without regard to consideration of race, color, creed, sex, sexual orientation, national origin, age, or union membership.

Section 2. No Employee covered by this Agreement shall be discharged, laid off, demoted,

suspended, transferred or affected in any way because of his political beliefs or activities.

ARTICLES OF AGREEMENT

ARTICLE I UNION RECOGNITION

Section 1. The Employer recognizes that the Rhode Island Laborers' District Council on behalf of Public Employees' Local Union 1033 of the Laborers' International Union of North America, is the exclusive representative of all Town Employees as established by the Rhode Island State Labor Relations Board, Case Number EE-3117, as amended.

ARTICLE II UNION SECURITY

Section 1. All present Employees who are members of the Union on the effective date of this Agreement shall remain members in good standing by the payment of their regular monthly dues as a condition of continued employment. All present Employees who are not members of the Union and all Employees who are hired hereafter for work in the classifications specified herein shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the 31st day following the execution of the Agreement or the date of their employment, whichever is later, and shall hereinafter maintain such good dues standing for the term of this Agreement.

Section 2. Upon receipt of written notice from the Union, the Employer shall discharge any Employee who fails to become or is not a member of the Union on the prescribed day, provided membership was available under the same terms and conditions as generally applicable to other members. Further, all Employees who fail to maintain their Union membership in good dues standing shall be summarily discharged by the Employer. The Union agrees to indemnify, defend, and hold the Employer harmless from any claim arising from any such discharge.

Section 3. "Membership in good standing" as referred to herein means solely the tender or payment of normal dues and the standard initiation fee.

Section 4. The Employer agrees not to enter into any Agreement or Contract with members of the bargaining unit, individually or collectively, nor negotiate or bargain with them, unless it is through the duly authorized representative of the Union, and any such Agreement entered into, not through the duly authorized representative of the Union, shall be null and void.

Section 5. The Employer shall notify the Union of all new Employees employed in classifications covered by this Agreement within five (5) days of initial employment.

ARTICLE III
PAYROLL DEDUCTION OF UNION DUES

Section 1. The Employer agrees to deduct from the wages of each Employee who authorizes the Employer to do so in writing, such initiation fees and monthly dues as the Union shall designate. Such deductions shall be made in the same weekly period of each month and shall be remitted monthly to the Secretary-Treasurer of LOCAL UNION 1033.

ARTICLE IV
STABILITY OF AGREEMENT

Section 1. No Agreement, understanding, alteration, or variation of the terms or provisions of this Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto. Failure of the Employer or the Union to insist in any one or more incidences of non-performance of the terms and conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or the Union to future performances of any such terms or conditions and the obligations of the Union and the Employer to such future performance, shall continue in full force and effect.

ARTICLE V
UNION ACTIVITIES

Section 1. The Union Negotiating Committee shall consist of up to four (4) members of the bargaining unit together with other persons deemed necessary by the Union. Members of the bargaining unit and Employees of the Town shall be excused from duty with pay for participation in negotiations between the Union and the Employer, after notifying their Supervisor outside of the bargaining unit.

Section 2. The Union shall furnish the Town and the appropriate Department Heads with a list of Stewards, and shall as soon as possible, notify them in writing of any change in the Union Stewards. Only those who are Officers or Stewards shall be recognized by the Employer for the purposes of meetings.

The Union may be represented by International Representatives, representatives of the Rhode Island Laborers' District Council, and/or counsel; provided however, that consistent with the doctrine of exclusivity, Employees may not be represented by private counsel unless said counsel is authorized in writing by the Union's Business Manager.

ARTICLE VI
SENIORITY AND PROMOTION

Section 1. Definition. Seniority shall be defined as the total length of service with the Employer. Seniority shall be defined as length of service within a Department, for the purpose of applying for and filling promotional vacancies.

Seniority shall be acquired by a full-time Employee, after completion of a ninety (90) day probationary period, at which time seniority shall be retroactive to the first day of employment. In accordance with all other provisions of this Agreement, Seniority preference shall govern with respect to promotions, transfers, reduction in work force, vacations and job assignments deemed more desirable.

Union Stewards shall be considered senior in service in their respective departments.

Section 2. Cumulation. Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave.

Section 3. Break in Seniority. Seniority shall be considered broken only for the following reasons:

- (A) when an Employee has been discharged for just cause;
- (B) when an Employee voluntarily terminates his employment;
- (C) when an Employee fails to respond to a recall notice;
- (D) when an Employee exceeds an authorized leave of absence;
- (E) when an Employee engages in other work without authorization while on leave of absence; or
- (F) when an Employee is laid off in excess of three (3) consecutive years.

Section 4. Reduction in Work Force. In the event a reduction in forces is required, the most junior Employee in the classification shall be subject to layoff. The Employee thus affected may exercise his seniority in his Department in any equal or lower rated classification, provided he has the ability to perform the duties of the classification. If he is unable to exercise his seniority within his Department, he may exercise his seniority in any equal or lower rated classification in the bargaining unit, provided he has the ability to perform the duties of the classification. Ability to perform the duties of the classification shall mean the ability to perform the duties of the classification after a break-in period of twenty (20) work days. Similarly, an Employee who has been downgraded or laid off as a result of reduction in forces shall be recalled to his former classification in accordance with his seniority.

ARTICLE VII
FILLING OF PROMOTIONAL VACANCIES

Section 1: Definition. A promotional vacancy shall be any vacancy in any position above the

lowest paid position included in this bargaining unit up to and including the highest paid position within the bargaining unit, as established in Rhode Island State Labor Relations Board Case Number EE-3117, as amended.

Section 2. The Employer agrees to fill all promotional vacancies from within the bargaining unit, subject to the provisions in Section 3 below.

All temporary vacancies may be filled by Employees designated by the Town for a period not to exceed sixty (60) days unless an extension is mutually agreed to by the Town and the Union. Any Employee who is transferred or reclassified as a result of such temporary transfer shall revert to the job classification and location held prior to the time the vacancy occurred. This provision applies only to temporary transfers to higher classifications.

Section 3. The Employer agrees that first consideration will be given to filling all promotional vacancies from within the Department where the vacancy exists. Notice of a vacancy shall be posted for a period of three (3) working days, on appropriate Town Bulletin Boards.

(A) Any Employee who has completed his probationary period, who is interested in filling the vacancy in his Department, shall apply in writing to the Department Head within seven (7) working days after said notice has been posted.

(B) The vacancy shall be filled on the basis of qualifications and ability, as agreed to by the parties. Where qualifications and ability are relatively equal, seniority shall be the determining factor. Should a question arise of the decision made by the Employer in the question of ability, this shall constitute a grievance and may be submitted to the Grievance and Arbitration Procedure included in this Agreement.

(C) It is the intention of the parties hereto to afford initial preference to fill vacant positions with the most senior bargaining unit applicant from within the Department where the vacancy exists who is qualified to perform the duties associated with the vacant position.

The then resulting vacancy, if at a Clerk II level or below, is then to be filled by the most senior bargaining unit applicant, Town-wide, who is qualified to perform the duties associated

with the resulting vacant position.

If the resulting vacancy is above a Clerk II position, it is the intention of the parties to afford initial preference to fill this resulting vacancy with the most senior person within the Department where the vacancy exists who possesses at least five (5) years of experience in said Department and who is qualified to perform the duties associated with the vacant position.

Should no such person exist, the vacancy is then to be filled by the most senior bargaining unit applicant, Town-wide, who is qualified to perform the duties associated with the resulting vacant position. Should there be no qualified bargaining unit applicant to perform the duties of the vacant position, or should there be no bargaining unit applicant for said position, the Town may then fill the vacancy from any source.

Section 4. The Employer agrees that when detailing Employees to higher level duties for potential promotion, selection will be made from among the best qualified Employees.

The Employer further agrees that temporary promotions will be utilized when feasible in temporary replacements of supervisory personnel, or in determining potential for promotion.

Section 5. The successful bidder shall have a trial period of thirty (30) days, and if he is not qualified for the position, he shall be restored to his former job and the position shall be re-bid. For Police and Fire Dispatchers only, the trial period afforded promoted Employees shall equal the period provided for training as set forth in Article XX, Section 3. If a trainee is unable to meet the standards for the position, he shall, at the conclusion of the training period, be restored to his former position.

Section 6. During the period of vacancy, the Employer shall have the right to fill the position on a temporary basis.

Section 7. Promoted Employees shall be placed in a pay step associated with the pay grade of the promoted position which provides a wage increase over the Employees' then existing pay grade/pay step. Excepting Police and Fire Dispatchers, Employees who fill a lateral position

(same position in a different department) shall be placed in the first step of the pay grade associated with the position. All Employees shall be placed in the next higher pay step within pay grade on the July 1st following the Employee occupying the position for 365 calendar days.

ARTICLE VIII
COMPENSATION

Section 1. All Employees of the Town who are members of the bargaining unit as established in Rhode Island State Labor Relations Board Case Number EE-3117, as amended, shall receive the bi-weekly wage rates as listed below and as incorporated in Appendices A-1 through A-5 attached hereto.

Section 2. Wages for all Employees shall be increased as follows;

Effective July 1, 2012 1.0 % across the board over the wages existing on June 30, 2012

Effective July 1, 2013 2.0 % across the board over the wages existing on June 30, 2013

Effective July 1, 2014 2.0 % across the board over the wages existing on June 30, 2014

ARTICLE IX
HOURS OF WORK AND OVERTIME

Section 1. Hours of Work.

TOWN HALL:

Winter hours are 8:30 a.m. to 4:00 p.m. with one hour for lunch;

and 9:00 a.m. to 4:30 p.m. with one hour for lunch;

Summer hours conclude one half hour earlier with no loss in pay

BUILDING MAINTENANCE AND CUSTODIANS:

Winter hours are 7:00 a.m. to 3:30 p.m. with one-half hour for lunch;

Summer hours conclude one half hour earlier with no loss in pay

CLERICAL/POLICE/FIRE DEPT.:

Winter hours are 8:30 a.m. to 4:00 p.m. with one hour for lunch;

8:00 a.m. to 3:30 p.m. (Supervisor of Records);

Summer hours conclude one half hour earlier with no loss in pay

FIRE DISPATCHERS:

Six tours of duty as follows: 2 consecutive working shifts of

8:00 a.m. to 4:00 p.m. followed by 4:00 p.m. to 12:00 a.m.

followed by 12:00 a.m. to 8:00 a.m. followed by 4 consecutive days off and then repeating

POLICE DISPATCHERS:

3 shifts: 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 midnight;

12:00 midnight to 8:00 a.m.

ANIMAL CONTROL:

2 shifts: 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.

COFFEE BREAK:

All Employees shall receive a 15-minute coffee break in the morning and the afternoon.

Employees covered by this Agreement whose summer schedule is reduced shall not suffer any loss in pay. Summer hours shall be in effect from June 21 to Labor Day.

Section 2. Overtime. Any Employee covered by this Agreement shall receive time and one-half for all hours worked in excess of his regular work day and time and one-half for all hours worked in excess of his regular work week, excepting the positions of Controller and Head of Planning and Development which are salaried positions.

Overtime will be offered equally to Employees by classification in each department, on

the basis of seniority and based on the work the Employee customarily and ordinarily performed during that week. The offering of overtime shall be rotated and for the purpose of rotation, overtime refused shall be considered as overtime worked. A seniority list for each department shall be posted and maintained by the Town and provided to the Union's Business Manager and to the steward of each department. Should a dispute arise under the application of this clause, and upon request, the Employer shall furnish the Union a record of overtime.

Holidays and sick leave shall be counted as part of the work week, for the purpose of computing overtime.

Section 3. Out-of-Rank Pay. Any Employee who is assigned to work in a higher job classification shall receive the rate of pay for the higher job classification after completing two (2) working shifts in the higher job classification, retroactive to the first work shift of said assignment.

Section 4. Callback. Any Employee called back to work outside of his normal work shift shall be paid at the rate of time and one-half for all such hours or fractions thereof worked and shall receive a minimum pay of four (4) hours straight wage.

Section 5. Town Hall Closed or Work Canceled. If the Town Hall is closed or work is canceled due to an emergency or other unanticipated situation, Public Safety Employees required to report to work shall receive their regular compensation plus, at the option of the Town, either an additional Personal Day off with pay or an additional day's compensation.

Section 6: Flex Hours. The parties agree that the Town may seek qualified volunteers within a department, on a rotating basis by seniority, to work scheduled flextime. When this need arises, the Town shall notify the Union no later than two weeks prior to the requested implementation of flex time. If the Town is not able to secure enough volunteers during an emergency, the Town will identify and select the most junior qualified Employees within the department or Town-wide to fill the necessary time slots. It is acknowledged that flextime is

intended to be the temporary working of irregular hours in order to provide additional and temporary services to the citizens of the Town. Flextime shall not be the rescheduling of existing Employees to cover for the absence of Employees or vacancies or otherwise to circumvent overtime. As an example, the Town may utilize flextime to implement a temporary four workday/workweek in the Collector's Office during tax payment periods in order to provide additional services to the public by remaining open until 7:00pm during said periods.

ARTICLE X
LONGEVITY

Section 1. All Employees covered by this Agreement shall be paid a Longevity Benefit which shall be considered as part of the Employee's salary for pension purposes. This benefit shall be computed on the basis of the Employee's salary for the fiscal year ending June 30.

<u>AFTER:</u>	<u>ANNUAL LONGEVITY PERCENTAGE</u>
Five (5) years of service	4.5%
Eight (8) years of service	7.5%
Twelve (12) years of service	8.5%
Fifteen (15) years of service	9.5%

Effective July 1, 2008, the annual longevity benefit shall be increased by \$75.00 in each step.

ARTICLE XI
HEALTH AND WELFARE

Section 1. Health and Welfare.

Consistent with R.I.G.L. § 28-7-49, the Town shall continue to provide Health Care benefits from any provider that meets the plan and network design of the "Local 1033" Plan as described in Appendix B-1 of the Agreement and for Employees hired on or after July 1, 2005, the "Local 1033" HMO Plan as described in Appendix B-2 of the Agreement.

The Town shall provide all Employees covered by this Agreement with the following Medical Health Insurance coverage, with family and individual coverage, as appropriate:

- (A) Employees with no eligible dependents shall receive Individual Plan coverage;
- (B) Employees who are married with no eligible dependent children shall receive Individual Plan coverage for the Employee and Individual Plan coverage for the Employee's spouse. Upon pregnancy, said coverage shall be converted to Family Plan coverage;
- (C) Employees with eligible dependent children shall receive Family Plan coverage.

At the Employees' option and in lieu of the above plans, the Employer may provide a \$3,000 deductible Family healthcare plan with a Health Savings Account pre-funded by the Employer on an annual basis with \$2,000.00; and a \$1,500.00 deductible Individual healthcare plan with a Health Savings Account pre-funded by the Employer on an annual basis with \$1,000.00.

Section 2. The Employee shall have the option to accept the medical benefits or in lieu thereof the sum of \$1,000.00. Payment of the \$1,000.00 shall not be included in a regular payroll but shall be made separate and apart.

Section 3. Dental. Employees covered by this Agreement shall receive Dental benefits equivalent to the benefits provided on the date this agreement became effective to include Levels I-IV Family coverage or Individual coverage as appropriate with an annual maximum benefit of \$1,200.00 per person (Levels I-III). Effective January 1, 2009, the annual maximum benefit shall be increased to \$1,500.00 per person (Levels I-III and lifetime benefit Level IV).

Section 4. The Employee shall have the option to accept the Dental benefits or in lieu thereof the sum of \$275.00. Payment of the \$275.00 shall not be included in a regular payroll but shall

be made separate and apart.

Section 5. Pre-paid Prescription Benefits.

In order to provide each Employee covered by this Agreement and their eligible dependents drug/prescription benefits (for Employees who selected either Health Plan described above), the Employer agrees to contribute to the Rhode Island Public Employees' Health Services Fund, established by Declaration of Trust dated July 1, 1979, the following designated monthly amount: \$136.00 per individual per month.

Effective January 1, 2013, the employer's contribution shall be increased to \$150.00 per member per month and said contribution shall be increased an additional \$10.00 annually thereafter for the life of this agreement.

Said contribution will be paid to the Fund no later than the twentieth (20th) day of each month and shall be based on the preceding month's payroll.

Section 6. Group Insurance. The Employer agrees to provide group life insurance for all Employees covered by this Agreement in the face amount of Sixty-thousand dollars (\$60,000.00).

Employees shall have the option of purchasing additional coverage up to one and one-half times the face amount through payroll deduction at the group rate. Bargaining unit members may continue coverage upon their retirement from service at their own expense at the Employer's group rate.

Section 7. Eligible Retirees. The coverage provided for in Section 1 above shall be provided to eligible Retirees with costs borne by the Employer in accordance with the appropriate subsection provided for in Section 1 above for a period of up to 36 months, commencing with the date the eligible Retiree ceases active employment covered by this Agreement.

Eligible Retirees shall include individuals who have been in the employment of the Town for a period of 20 years or more of service and who execute an Affidavit stating that they do not receive equivalent coverage at no cost from any other source. Should any otherwise eligible Retiree have equivalent coverage at no cost from another source and subsequently lose said equivalent coverage, then the Town shall immediately enroll the eligible Retiree in Section 1 coverage, to begin the first of the month following notification.

ARTICLE XII
HOLIDAYS

Section 1. All permanent Employees in the bargaining unit covered by this Agreement shall be paid the regular rate of pay, for each of the following designated holidays:

New Year's Day	Election Day (November of every even year)
Martin Luther King, Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
One-Half day Good Friday	Day after Thanksgiving*
Memorial Day	Half-day before Christmas
Fourth of July	Christmas Day
Victory Day	Half-day before New Year's Day
Labor Day	Two (2) personal days*
Columbus Day	

* In lieu of receiving the paid holiday of Day after Thanksgiving, Police and Fire Dispatchers shall instead receive an extra personal day, thereby increasing their allotment of personal days from two (2) to three (3).

If a holiday is worked, each Employee shall be paid in addition to the above-mentioned holiday

pay, at 150% of his regular hourly rate of pay for the actual time worked, but the period of work shall not be credited as part of his work week in computing overtime. Whenever such holiday occurs on a day when the Employee normally rendered service, the holiday shall be considered as part of his workweek for the purpose of computing overtime.

Section 2. Whenever a holiday occurs on a Saturday or Sunday, the Employer shall designate the day off for the observance of the holiday. The Employer, when designating a day off for Saturday or Sunday holiday, will attempt to be consistent with either the State of Rhode Island or other local municipalities.

ARTICLE XIII
VACATION LEAVE

Section 1. Any Employee who has been in the employ of the Employer for more than six (6) months in the aggregate shall receive five (5) days vacation with pay.

Section 2. Any Employee who has completed one (1) year of employment shall be granted ten (10) days annual vacation leave each calendar year with pay.

Section 3. Any Employee who has completed five (5) years of employment shall be granted fifteen (15) days annual vacation leave each calendar year with pay.

Section 4. Any Employee who has completed ten (10) years of employment shall be granted one (1) additional vacation day per year to a maximum of twenty (20) days.

Section 5. Vacation requests shall be granted by seniority, within each department, and specifically exempting Police Department and Fire Department Dispatchers, may be taken daily or weekly or any combination thereof.

Section 6. Up to ten (10) days of annual vacation leave may be carried over to the next fiscal year.

Section 7. (A) Individual requests for vacation leave of less than a full workweek in duration must be submitted to the Employee's Department Director for approval no later than five (5) days prior to the effective date of the request.

(B) Individual requests for vacation leave of five (5) days or more must be submitted to the Employee's Department Director for approval no later than ten (10) days prior to the effective date of the request.

ARTICLE XIV
SICK LEAVE

Section 1. For the period of July 1, 2011 to December 31, 2011, employees covered by this Agreement shall accrue one and one-quarter days per month to be credited to their sick leave; provided, however, Employees discharging unpaid, authorized leaves of absence shall not accrue said Sick Leave after the first ninety (90) days of any such leave of absence.

Commencing January 1, 2012 and sun setting on June 30, 2015 Employees covered by this Agreement shall accrue one sick day per month to be credited to their sick leave and an additional one-quarter day per month per employee shall be credited to the Local Union 1033 North Providence Sick Bank which shall be administered by a committee consisting of two representatives appointed by the Union's Business Manager, two representatives appointed by the Mayor and as Chair, the Mayor or Designee. The Committee shall publish rules for the Banks operation no later than March 15, 2012. Upon the sunset of this provision, the sick leave accrual existing on December 31, 2011 shall be restored.

Employees covered by this Agreement shall accrue a maximum of Two Hundred Twenty-Five (225) days of sick leave.

A cash reimbursement shall be paid to all Employees upon separation or retirement in an amount equal to all unused sick leave to a maximum of Two Hundred Twenty-Five (225) days. Provided, however, Employees who are separated from employment with the Town due to cause

or Employees who resign in lieu of termination shall not be entitled to a cash reimbursement for unused, accumulated sick time.

Section 2. Employees who do not use any sick days during the period September 1st to August 31st of each year shall receive payment of four days' pay. Employees using one sick day during this period shall receive two days' pay.

Section 3. Sick Leave Definition. Sick leave shall be defined as leave with pay because of a medically necessary absence caused by personal illness, non-work related injury, exposure to a contagious disease or enforced quarantine (when established and declared by the Department of Health or other competent authority for a period of such quarantine only) of an Employee covered by this Agreement or for attendance upon a member's parent, spouse or child, whose illness requires the care of such Employee, provided that not more than five (5) working days with pay shall be granted to Employees for this purpose in any one calendar year. In cases of family care sick leave as provided herein, the Employee shall give the Employer seven (7) days advance notice when possible.

Section 4. Notification of Intended Absence. Sick leave will not be allowed unless notification of illness or injury is given to the Employee's Department Director, or his designee, by the Employee or his treating physician, within thirty (30) minutes after the time scheduled to start, unless extenuating circumstances, otherwise sick leave shall not begin until after notification has been received.

Section 5. Discharge and Physician's Certification. Sick leave may be discharged in periods of not less than one half (1/2) workday.

The Employer may require from an Employee a physician's certificate or other satisfactory evidence in support of sick leave covering an absence of more than five (5) consecutive working days or if sick leave is being discharged in a pattern indicative of suspected abuse. The Employee may use the form as referenced as Appendix C of this Agreement to be

completed by his health care provider.

The Union and Employees of the bargaining unit acknowledge that regular and predictable attendance is an essential function of each position in the bargaining unit.

ARTICLE XV
PENSION FUND

Section 1. LIUNA NATIONAL (INDUSTRIAL) PENSION FUND.

For the purpose of providing retirement benefits for Employees covered by this Agreement, the Employer for each day or portion thereof for which an Employee receives pay, shall make a contribution of Nine dollars and thirty-six cents (\$9.36) per day to the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund, but not to exceed Forty-six dollars and eighty cents (\$46.80) per week for each Employee (five times the daily rate).

Effective January 1, 2012, the parties elect to participate in the preferred schedule as codified in the Funding Rehabilitation Plan of the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund, adopted July 26, 2010, and a copy of which has been furnished to the parties. All adjustments to the contribution rate shall be in accordance with said preferred schedule commencing January 1, 2012 and through the term of this Agreement and any extension thereof. The Funding Rehabilitation Plan of the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund, adopted July 26, 2010 is incorporated herein as if fully reproduced.

For the purpose of this Article, each day paid for, including days of paid vacation, holidays, and other days for which pay is received by the Employee in accordance with the Agreement, shall be counted as days for which contributions are payable.

- (A) Said sum shall be paid into the Fund not later than the twentieth (20th) day of each month and up to the end of the last complete payroll period of the preceding calendar month.
- (B) The Union reserves the right to remove Employees whose wages, hours, and working conditions as set forth in this Agreement are not met, if the Employer has failed to remit the aforementioned Pension Fund monies due to the Fund within the time for payment thereof.

(C) For the purpose of providing retirement benefits for all white collar workers, the Employer for each day or portion thereof for which an Employee receives pay shall make a contribution similar to that required by Section 1 for each Employee to the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund provided that the Employer shall include all of its Employees not covered by this Agreement but who participate in the Employer's pension system and who are not covered by any collective bargaining agreement.

ARTICLE XVI
LEGAL SERVICES

Section 1. For the purpose of providing Legal Service Benefits to Employees covered by this Agreement and to specifically pay for legal services rendered to such Employees, the Employer agrees to remit Fifteen cents (\$.15) for each hour an Employee covered by this Agreement receives pay up to a maximum of forty (40) hours per week to the Rhode Island Public Service Employees' Legal Service Fund.

Effective January 1, 2011 and sun setting June 30, 2015, the contribution rate shall be reduced from \$.15 per hour to \$.13 per hour. On June 30, 2015, said rate shall be in the amount of \$.15 per employee, per hour.

Section 2. Said contributions shall be paid into the Fund no later than the twentieth (20th) day of the month for hours worked by said Employees up to the end of the last complete payroll period of the preceding calendar month. The Union reserves the right to remove Employees whose wages, hours, working conditions and fringe benefits as set forth in this Agreement, if the Employer has failed to remit to the aforementioned Fund monies due the Fund within the time for payments thereof.

Section 3. The Legal Services Fund shall not be used to provide benefits which defray any expenses for disputing grievances or legal proceedings between the Employee-participant, his spouse, or dependents and the Employer, the Union, or any of its members, their agents, or any legal entity to which they are a part.

ARTICLE XVII
BEREAVEMENT LEAVE

Section 1. All Employees of the bargaining unit shall be allowed leave, without loss of pay, because of the death of a mother, father, mother-in-law, father-in-law, husband, wife, child, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, grandparent-in-law or other members of the immediate household; provided that in such cases the leave shall not exceed more than one (1) work day beyond the date of burial of said deceased person, and provided in the case of Employees of the Jewish faith, said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial.

Section 2. In the event there is a death in the Employee's family, but not in the immediate household as defined in Article XVII, Section 1, the Employee shall be granted leave of one (1) day for the day of the funeral services without loss of pay.

ARTICLE XVIII
JURY LEAVE

Section 1. Every Employee covered by this Agreement who is ordered by appropriate authority to report for Jury Duty shall be granted a leave of absence from their regular duties during the actual period of such Jury Duty and shall receive for such period of Jury Duty their regular pay or their Jury Duty pay, whichever is the greater.

ARTICLE XIX
MISCELLANEOUS

Section 1. Bulletin Boards. The Employer shall provide bulletin boards in conspicuous places to be used for posting of Union notices, rules, and regulations.

Section 2. Safety. Both the Employer and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices and rules for the protection of Employees and the public.

Section 3. Whenever the masculine gender is used in this Agreement, it shall include the feminine gender and vice-versa.

Section 4. Absent a bona fide state of emergency, no Employee shall be required to work more than sixteen (16) consecutive hours.

ARTICLE XX
PUBLIC SAFETY

Section 1. (A) Fire Department Dispatchers shall remain Fire Department Dispatchers.

 (B) Police Department Dispatchers shall remain Police Department Dispatchers.

 (C) Police and Fire Dispatchers who work between 4:00 p.m. and 12:00 midnight shall receive, in addition to their regular wages, a shift differential of Forty-five cents (\$.45) per hour worked.

 (D) Police and Fire Dispatchers who work between 12:00 midnight and 8:00 a.m. shall receive, in addition to their regular wages, a shift differential of Seventy cents (\$.70) per hour worked.

Section 2. Police and Fire Dispatchers who are held over to work beyond their normal shift shall be guaranteed sixteen (16) hours off before reporting to their next regular shift and shall not suffer any loss of pay.

Section 3. A newly hired Dispatcher shall serve as an Apprentice Dispatcher for the initial 90-days of employment and as such shall be trained by a senior Dispatcher. During the 90-day training period, the senior Dispatcher responsible for training shall receive One dollar (\$1.00) per hour in addition to his regular wages and the Apprentice Dispatcher's wages shall be reduced by an equal One dollar (\$1.00) per hour. Provided, however, the above-mentioned pay differential shall be at no cost to the Town.

ARTICLE XXI
STEWARDS

Section 1. Union Stewards shall be appointed by the Union. Stewards shall have the right to report any violation of any provision of this Agreement to the Union. Said violation or grievance shall be processed in accordance with the Grievance and Arbitration Procedure included in this Agreement.

ARTICLE XXII
MANAGEMENT RIGHTS

Section 1. Management Rights. Except as abridged or restricted by any provision of this agreement or by applicable law, all of the authority, power, rights, jurisdiction and responsibilities of the Town are retained by and reserved exclusively to the Town, including but not limited to: the right to supervise and control all of its departments and Employees; to direct, hire, layoff, promote, transfer and assign Employees within the bargaining unit, or to suspend, demote, discharge or otherwise discipline said Employees for just cause; to maintain the efficiencies of Town operations; and to determine the methods, means, processes and personnel by which such operations are to be conducted.

The Town has the right to promulgate reasonable policies, rules and regulations pertinent to the Employees covered by this agreement, so long as these policies, rules and regulations or any of the rights in this article do not conflict with the terms and conditions of this agreement and applicable law.

The exercise of rights normally entrusted to management shall be subject to any

obligations the Town may have under R.I.G.L. § 28-94, or obligations imposed upon the Town by relevant statute.

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ARTICLE XXIII
GRIEVANCE AND ARBITRATION

Section 1. A grievance is a dispute between an Employee, Employees, or the Union and the Town which involves the application, meaning or interpretation of the express provisions of this agreement, provided, however, that an Employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this article shall comprise the sole and exclusive dispute resolution process for a grievance.

Union Stewards and Officers shall be granted reasonable time off during working hours to investigate and to seek to settle grievances, without loss of pay. An aggrieved Employee or Employees shall be granted the right to Union representation during the course of the grievance procedure without loss of pay.

Section 2. Procedural Steps.

Step 1. Not later than ten working (10) days after the event giving rise to the grievance, the Union may submit a grievance in writing to the Department Director with a copy to the Chief of Staff. The Department Director or his designee shall respond to the Union in writing within ten (10) working days of the receipt of the grievance.

Step 2. If the grievance is not settled at Step 1, it shall be presented in writing by the Union to the Chief of Staff, within ten (10) working days thereafter. The Chief of Staff shall give his written answer to the grievance to the Union within ten (10) working days after receipt of the grievance.

Step 3. If the grievance is not settled at Step 2, it shall be presented in writing by the Union to the Mayor within ten (10) working days thereafter. The Mayor shall give his written answer to the grievance within ten (10) working days after receipt of the grievance.

Section 3. Written Presentation/Meeting with Chief of Staff or Mayor.

A good faith and bona fide effort shall be made to include in all grievances: the facts giving rise to the grievance; the provision(s) of the agreement alleged to have been violated; the name(s) of the aggrieved Employee(s); and remedy sought. All grievances shall be signed and dated by a duly authorized Union representative. The Chief of Staff or Mayor may request a meeting with the Employee and his duly authorized Union representative.

Section 4. Any grievance which is not presented at Step 1 within ten (10) working days excluding Saturdays, Sundays and Holidays, of the date of occurrence or injury (whichever is later) shall be deemed to have been waived.

Section 5. Submission to Arbitration. If a grievance is not resolved at Step 3, such grievance may, at the request of the Union, be referred to the Labor Relations Connection or the American Arbitration Association in accordance with their respective governing rules for voluntary labor arbitration.

The submission to arbitration must be made within fifteen (15) working days of the receipt of the Mayor's answer, as stated in Step 3, or else it shall be deemed to have been waived.

Section 6. Arbitrator's Authority and Jurisdiction. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this agreement. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue an award which violates or is inconsistent with any of the terms of this agreement or applicable law.

Section 7. Binding Effect. Subject to applicable law, the decision of the arbitrator

shall be final and binding upon both parties and they agree to apply the decision of the arbitrator to all substantially similar situations.

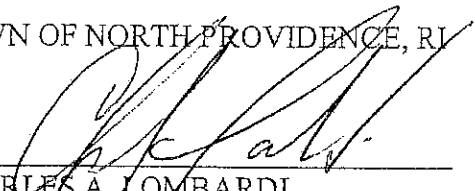
Section 8. Fees and Expenses of Arbitration. The fees and expenses for arbitration shall be shared equally by the Union and the Town.

ARTICLE XXIV
DURATION OF AGREEMENT

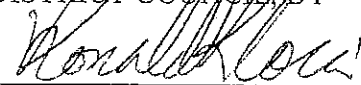
Section 1. The provisions of this Agreement shall remain in effect from July 1, 2012 through June 30, 2015, and shall continue thereafter from year to year, unless either party to the Agreement gives notice in writing one hundred twenty (120) days prior to the expiration date to the other party of his desire to terminate the Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. Negotiations shall begin immediately, no later than sixty (60) days prior to the termination of the Agreement.

Section 2. The provisions of the preceding section shall not prevent the parties, by written agreement, to extend any portion of the Agreement, [after the one hundred twenty (120) days' notice has been given] for any agreed upon period beyond its expiration date.

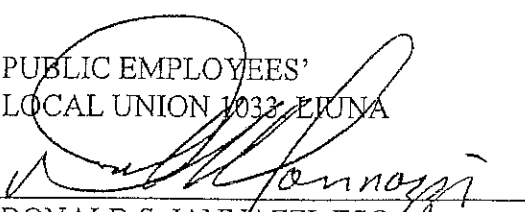
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 5th day of September, 2012.

TOWN OF NORTH PROVIDENCE, RI
BY


CHARLES A. LOMBARDI
MAYOR

RHODE ISLAND LABORERS'
DISTRICT COUNCIL BY


RONALD R. COIA, ESQ.
BUSINESS MANAGER

PUBLIC EMPLOYEES'
LOCAL UNION 1033 RI/NA


DONALD S. IANNAZZI, ESQ.
BUSINESS MANAGER

APPENDIX B-1
LOCAL UNION 1033 HEALTH CARE PLAN

COVERAGE LEVELS:

In network - Full coverage from a broad network of hospitals, PCP's, and specialists. Members will not be billed for charges beyond the existing Blue Cross allowance.

Out of network - Members may also choose to see any other non-participating provider and still receive coverage at 80% of the existing Blue Cross allowance after an annual deductible of \$100 per individual - \$300 per family; \$1,000/\$3,000 maximum out of pocket (Regional allowance)

PARTICIPATING PROVIDERS:

Includes the broad-based network of hospitals and primary care physicians, plus specialized networks for eye care, lab & x-ray services, DME, chiropractic, home care, mental health/substance abuse. The network shall be equal to the Blue Cross Nationwide PPO Network.

PRE-AUTHORIZATION:

Authorization is obtained by participating providers. Members are responsible only when using non-participating providers.

DEDUCTIBLES:

\$100 per individual - \$300 per family; \$1,000/\$3,000 maximum out of pocket.

ANNUAL MAXIMUM EXPENSE:

Out of network benefit increased to full coverage after maximum expense of \$1,000 per individual; \$3,000 per family.

LIFETIME MAXIMUMS:

Unlimited.

PRE-EXISTING CONDITIONS:

No waiting period.

DEPENDENT COVERAGE:

Spouse and unmarried dependent children through the end of the year in which they turn age 19 (or age 25 if a full-time student).

OUTPATIENT SERVICES

PREVENTIVE CARE:

Well-baby visits: \$10 co-payment; pap smears and mammograms covered in full.
\$15 co-payment effective July 1, 2009.

OFFICE VISITS:

Routine and non-routine - \$10 co-payment (\$15 allergist & dermatologist).
\$15 co-payment effective July 1, 2009 (\$20 allergist & dermatologist).

EYE EXAMS:

\$10 co-payment for one routine exam per year at participating providers and medically necessary exams as needed plus vision care rider.
\$15 co-payment effective July 1, 2009.

OUTPATIENT SURGERY:

Covered in full.

DIAGNOSTIC LAB & X-RAY:

Covered in full at network lab and x-ray facilities.

CHIROPRACTIC CARE:

Office visits (12 per year) - \$10 co-payment; lab tests & x-rays in full.
\$15 co-payment effective July 1, 2009.

WISDOM TEETH:

Covered in full, when medically necessary (bone impacted requiring service at hospital).

HOSPITAL ROOM & BOARD:

100% coverage. Unlimited days of care in a semiprivate room. Includes medical/surgical maternity care.

SURGICAL/MEDICAL:

Covered in full.

URGENT CARE Facility:

\$25 co-payment with an annual maximum out of pocket cost of \$100 per Individual and \$300 per Family.

\$50 co-payment effective July 1, 2009 with an annual maximum out of pocket cost of \$100 per Individual and \$300 per Family.

EMERGENCY ROOM:

\$100 co-payment for treatment of accident or life threatening medical emergency within 24 hours of onset of symptoms (co-payment waived if admitted).

MATERNITY:

Covered in full.

ORGAN TRANSPLANT:

Covered for eligible costs associated with kidney, liver, lung, heart, heart-lung, pancreas, small intestine, cornea and homologous and/or allogenic bone marrow transplants.

MENTAL HEALTH & SUBSTANCE ABUSE (MHSA)

INPATIENT MH:

100% coverage for up to 45 days of care in a participating hospital, when arranged by the Care Manager. 50% at out-of-area non-participating providers.

OUTPATIENT MH:

\$15 per individual session; \$10 per group session; \$1,000 annual maximum, when arranged by the Care Manager. 50% after deductible at non-participating providers.

INPATIENT SA:

Detoxification 100% coverage -

A) 3 admissions per year or 21 days, whichever comes first, when arranged by the Care Manager.

B) Rehabilitation - 30 days in any 12-month period; lifetime limit of 90 days per member, when arranged by the Care Manager.

C) 50% coverage at out-of-area non-participating providers.

OUTPATIENT SA:

30 hours per patient, 20 hours for family members, per 12 month period. \$15 per individual session, \$10 per group session, when arranged by the Care Manager. 50% at out-of-area non-participating providers.

ADDITIONAL SERVICES

RX: - administered by the Rhode Island Public Employees' Health Services Fund.

SELF-ADMINISTERED INOCULATIONS: 80% coverage through the healthcare plan.

PHYSICAL, SPEECH & OCCUPATIONAL THERAPY – OUTPATIENT: - 80% coverage.

PRIVATE DUTY NURSING & AMBULANCE: - 80% coverage

DURABLE MEDICAL EQUIPMENT: - 80% coverage. No dollar maximum.

HOME & HOSPICE CARE: - 100% coverage. Includes doctor, nurse, health aide visits and home infusion therapy.

APPENDIX B-2

LOCAL UNION 1033, HMO PLAN

<i>Benefit</i>	<i>*When you coordinate care with your Primary Care Physician, you pay:</i>	<i>*With the Flex Plan, after your deductible, you pay:</i>	<i>Notes</i>
OUTPATIENT SERVICES			
Office visits (PCP)	\$15	20%	Includes annual physicals, and well-baby visits
Office visits (specialist)	\$15	20%	Includes prenatal office visits and self-referral for a routine annual gynecological exam. Pap smears and mammograms covered in full. Prenatal visits covered in full after first office visit copayment (in network only). Allergists, dermatologists, and mental healthcare/chemical dependency care have a \$20 copayment.
Routine eye exam	\$15	All costs (covered in network only)	You may self-refer for one routine eye exam per calendar year.
Lab tests and X-rays	\$0	All costs (covered in network only)	You may self-refer for one routine eye exam per calendar year.
Out patient surgical care	\$25	20%	Includes ambulatory surgical centers and outpatient surgery. \$25 per inpatient or outpatient hospitalization occurrence deductible with \$100 individual/\$300 family out-of-pocket maximum per calendar year.
INPATIENT SERVICES			
Hospitalization	\$25	20%	Includes maternity and medical/surgical care for unlimited days in semi-private room. \$25 per inpatient or outpatient hospitalization occurrence deductible

			with \$100 individual/\$300 family out-of-pocket maximum per calendar year.
Organ transplant	\$0	All costs (covered in network only)	Coverage for eligible costs associated with kidney, cornea, homologous bone marrow, heart, lung, heart-lung, liver, small intestine, and pancreas transplants, as well as transplants for leukemia and aplastic anemia, and for children with biliary artresia.
EMERGENCY AND URGENT CARE SERVICES			
Emergency room care	\$100	\$100	Coverage for defined medical emergencies only. Copayment waived if you are admitted to hospital within 24 hours.
Ambulance services	20%	20%	Coverage for medically necessary/emergency ambulance services. Please refer to your subscriber agreement for details, or call Customer Service.
Urgent Care center services	\$25 co-payment with an annual maximum out of pocket cost of \$100 per Individual and \$300 per Family. \$50 co-payment effective July 1, 2009 with an annual maximum out of pocket cost of \$100 per Individual and \$300 per Family	20%	All preventive care received at an urgent care center will be applied to the Flex Plan benefit. PCP referral not required.
BEHAVIORAL HEALTH SERVICES			
			It is recommended that your participating provider call the behavioral health administrator at 1-800-544-5977 to coordinate your care before you receive inpatient, residential substance abuse program, partial hospital, or intermediate care services.
Inpatient mental	\$25 deductible	All costs	Unlimited number of days. \$25 per

healthcare		(covered in network only)	inpatient or outpatient hospitalization occurrence deductible with \$100 individual/\$300 family out-of-pocket maximum per calendar year.
Outpatient mental healthcare	\$20	All costs (covered in network only)	Up to 30 visits per member per calendar year. (Medication visits are unlimited.)
Inpatient chemical dependency care	\$25 deductible	All costs (covered in network only)	Detoxification: Up to five admissions or 30 days in any calendar year, whichever comes first. Rehabilitation: Hospital or community residential care services covered up to 30 days per calendar year. \$25 per inpatient or outpatient hospitalization occurrence deductible with \$100 individual/\$300 family out-of-pocket maximum per calendar year.
Outpatient chemical dependency care	\$20	All costs (covered in network only)	Up to 30 hours per member per calendar year for facility-based or office-based counseling.
Emergency mental healthcare			Contact behavioral health administrator.
ADDITIONAL SERVICES			
Physical & occupational therapy	20%	All costs (covered in network only)	100% covered with a hospital-based therapist and within 30 days following a hospital stay, home care program or ambulatory surgical procedure. Otherwise covered at 80%.
Speech therapy	20%	All costs (covered in network only)	Please refer to your subscriber agreement for details, or call Customer Service.
Skilled nursing facility	\$0	All costs (covered in network only)	Custodial care not covered.
Durable medical equipment	20%	20%	Includes diabetic supplies.
Home care	\$0	20%	Includes doctor, nurse, and home health aide visits and home infusion therapy.
Hospice care	\$0	20%	

Chiropractic medicine	\$15	All costs (covered in network only)	You may self-refer for up to 12 visits per calendar year.
Bone impacted wisdom teeth	\$0	20%	Covered service when medically necessary.
Injectable drugs	20%	20%	Both injectable drugs administered at the physician's office and self-injectable drugs purchased at the pharmacy covered at 80%.

APPENDIX B-3

EMPLOYEE CO-SHARE

	INDIVIDUAL	FAMILY
Effective July 1, 2011	\$10 per pay period	\$20 per pay period
Effective July 1, 2012	\$25 per pay period	\$40 per pay period
Effective July 1, 2013	\$31.25 per pay period	\$62.50 per pay period
Effective July 1, 2014	\$33.65 per pay period	\$67.30 per pay period

APPENDIX C

HEALTH CARE PROVIDER CERTIFICATE

I, _____, (*Name of Health Care Provider*),
a health care provider duly licensed as a _____ (*Health
Care Provider Licensure*) to practice in the State of _____, (*State Where Licensed*)
do hereby certify to a reasonable degree of medical probability that:

1. (*Check one or both*) I _____ examined _____ treated (*Name of Patient/Town of North
Providence Employee*) _____ on (*Date/Dates of
Examination/Treatment*) _____.

2. (*Check all that apply*) The _____ illness _____ injury _____ condition _____ symptoms which
I (*Check one or both*) _____ diagnosed _____ treated did functionally impair (*Name of
Patient/Town of North Providence Employee*) _____
from performing his/her regular duties and responsibilities as a (*Job Title or Position*)
_____ for the Town of North Providence from
(*Initial Date of Impairment*) _____ and continuing
through (*Ending Date of Impairment*) _____.

3. I further certify and confirm that I have been provided with sufficient information, including a
description of the regular tasks, duties, responsibilities and work schedule of
(*Name of Patient/Town of North Providence Employee*) _____.

4. (Name of Patient/Town of North Providence

Employee) _____

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is fit for full and unrestricted duty unless specifically noted below (Carefully List Any and All Restrictions, Impairments or Other Limitations).

Name of Health Care Provider: _____

(Print Full Name)

Address of Health Care Provider:

Signature of Health Care Provider: _____

(Sign Here)

Date of Signature: _____

RECEIVED FOR RECORD
NORTH PROVIDENCE, RI
Sep 18, 2012 09:40:28A
MaryAnn DeAngelus
Town Clerk