

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN
THE

CITY OF CRANSTON

AND

TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS
OF AMERICA
LOCAL UNION NO. 251

Municipal Employees

FOR THE TERM
JULY 1, 2005 THROUGH JUNE 30, 2008

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INTRODUCTION

This agreement is entered into by and between the City of Cranston (hereinafter referred to as “City” or “Employer”) and the Teamsters Local Union No. 251 (hereinafter referred to as the “Union” or “Teamsters”) and has as its purpose the promotion of harmonious relations and peaceful procedures for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1 – RECOGNITION

SECTION 1. SOLE AND EXCLUSIVE BARGAINING AGENT

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other terms and conditions of employment for those employees certified by the Rhode Island State Labor Relations Board in Representation Case No. EE-3538, as amended, including the election held on March 6, 2000, which excludes certain employees of the City's Police, Fire, and Public Works departments and such other employees as may lawfully be determined to be excluded from the bargaining unit.

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 shall be null and void.

The term "employee", as used in this agreement, means a full-time, permanent employee of the City of Cranston in those positions included within the bargaining unit in Case No. EE-3538. Expressly excluded from the unit are all employees covered by any other union certification, as well as any and all part-time, temporary and seasonal employees. Also expressly excluded are the following positions: Deputy Director of Administration; City Clerk; Personnel Analyst; Personnel Director; Deputy Director of Personnel; City Assessor; City Treasurer; City Internal Auditor; Payroll Manager; Senior Revenue Officer; City Controller; Director of Constituent Services; Confidential Secretary to the Director of Administration and Confidential Secretary to Executive Office; Director of Operations; Assistant Director of Operations; Assistant Director of Public Works; Public Buildings Superintendent; and Highway Manager. Also expressly included within the bargaining unit are the following positions: Deputy Building Inspector; Turf Manager, Department of Parks and Recreation; Program Director, Department of Senior Services; Food Service Director, Department of Senior Services; RSVP Project Director, Department of Senior Services; Food Service Director, Department of Senior Services; Adult Daycare Director, Department of Senior Services; Social Services Director, Department, Department of Senior Services; Director of Staff and Services/Municipal Court; Purchasing Agent; Deputy Tax Assessor; Assistant Chief Engineer; and Chief Engineer, Department of Public Works. Employees absent due to active military service shall not be covered by this agreement except to the extent required by law or as expressly otherwise provided by their explicit inclusion within other individual sections of this agreement.

ARTICLE 2 - DUES DEDUCTIONS: INDEMNIFICATION

SECTION 1. EMPLOYER ADVICE TO NEW EMPLOYEES.

The Employer will advise all new full-time permanent employees at the time of employment, in writing, that the Union is their exclusive bargaining unit representative.

The Employer agrees to notify the Union, in writing, within five (5) days of actual commencement of employment of all full-time permanent employees. The notification shall include the name, address, date of commencement of employment, job classification and department for which they were hired.

SECTION 2. DUES DEDUCTION.

Upon receipt by the Employer of a signed, voluntary authorization form by the employee, the Employer agrees to deduct Union membership dues levied in accordance with its constitution and by-laws from the pay of said employee and remit the aggregate amount to the Treasurer of the Union along with a list of employees from whose pay and the dollar amount said dues shall have been deducted. Such remittance shall be made contemporaneously with the distribution of payroll checks to employees.

An employee's authorization may be revoked by sending a signed written notice thereof to the Employer, said revocation to take effect sixty (60) days after receipt thereof. The Employer shall send a copy of such revocation to the Business Agent of the Union.

SECTION 3. DUES DEDUCTION AUTHORIZATION FORM.

Exhibit A, which is attached hereto and incorporated by reference herein, contains the form of authorization of dues deduction which shall be used by the employees represented by the Union.

SECTION 4. SERVICE CHARGE.

All members of the bargaining unit who have elected not to join the Union and/or who have not executed a dues deduction authorization form in accordance with Sections 2 and 3 above, as a condition of their employment shall be required to remit a service charge to the Union as required by the Union. The Employer bears no obligation to assist in the collection of service charges which may be due the Union; provided however, upon receipt by the Employer of a signed, voluntary authorization form by the employee, the Employer agrees to deduct service charges levied by the Union in accordance with its constitution and by-laws from the pay of said employee and remit the aggregate amount to the Treasurer of the Union along with a list of the employees from whose pay said service charges shall have been deducted. Such remittance shall be made contemporaneously with the distribution of payroll checks to employees.

The failure of any employee to maintain membership, or pay the service charge required of non-members in accordance with the terms of the Agreement, shall be considered a ground for dismissal, and upon notification by the Union of such failure on the part of any employee, the City agrees to discharge such employee; provided however, that nothing contained herein shall be construed so as to place any obligation upon the City to discharge any employees for failure to maintain membership in the Union if the membership was terminated for reasons other than the failure of the employees to tender the periodic dues and initiation fees uniformly required as a condition of maintaining membership. Before discharging any employee under this section, the City shall provide written notice to the employee, with a copy to the Union, of the employee's non-compliance with this section. The employee shall then have ten (10) working days to comply with the requirements of this section, after which the employee shall be discharged if still in non-compliance.

SECTION 5. INDEMNIFICATION.

The Union shall indemnify and hold harmless the Employer and any of its agents and employees performing required duties of the Employer against any and all claims, suits, orders and judgments of any nature brought or issued against the Employer as result of the Employer's compliance with Sections 2 and 4 of this Article, including without limitation all costs and reasonable counsel fees.

ARTICLE 3 - NEUTRAL REFERENCES/NON-DISCRIMINATION

SECTION 1. NEUTRAL REFERENCES.

All references in this agreement to an "employee" or "employees" as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

SECTION 2. NON-DISCRIMINATION.

The Employer and the Union agree that they will continue policies of non-discrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age, sexual orientation or preference, or other basis of discrimination recognized by state or federal law. The Employer and Union mutually agree that there will be no discrimination against an employee because he is not a member of the Union or because he engages or does not engage in activities protected by the Rhode Island State Labor Relations Act.

ARTICLE 4 - MANAGEMENT RIGHTS

SECTION 1. SCOPE OF MANAGEMENT RIGHTS

Except to the extent that there is contained in this agreement express and specific provisions to the contrary, all of the authority, power, rights, jurisdiction and responsibilities of the Employer are retained by and reserved exclusively to it, including but not limited to: the right 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, or to relieve employees from duties because of lack of work or economic or operational reasons; to maintain the efficiencies of the operations and to determine the methods, means, processes and personnel by which such operations are to be conducted, including the right to subcontract or privatize. The Employer has the right to promulgate reasonable rules and regulations pertinent to the employees covered by this agreement, so long as these 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.

SECTION 2. CIVIL SERVICE RULES AND REGULATIONS

The City's Civil Service Rules and Regulations and City Charter now existing are incorporated by reference as if fully set forth herein. To the extent that any provisions of the Civil Services Rules and Regulations conflict with the express provisions of this agreement, any such conflict shall be resolved in favor of this agreement. The parties shall likewise comply with the City Charter.

ARTICLE 5 - NO STRIKE/NO LOCKOUT

SECTION 1. PROSCRIBED ACTIVITY BY EMPLOYEES/EMPLOYER

No employee covered by this agreement shall engage in, induce, cause or encourage any strike, sit-down, sit-in, work slowdown, work cessation, work stoppage, work interruption, work boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind for any reason during the life of this agreement. The Employer will not cause a lockout of any employee.

SECTION 2. PROSCRIBED ACTIVITY BY UNION AND ITS REPRESENTATIVES.

Further, the Union and its representatives shall not in any way, directly or indirectly, authorize, assist, encourage, induce, participate in or sanction any strike, sit down, sit-in, slowdown, work cessation, work stoppage, or work interruption, work boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind during the life of this agreement, or ratify, condone or lend support to any such conduct or action. The Union agrees that if any unauthorized or wildcat work stoppage, slowdown, strike, or any picketing which has the effect of impeding or obstructing the City's governmental functions shall take place, it will immediately notify such employees so engaging in such unauthorized activities to cease and desist, and shall publicly declare that such work stoppage, slowdown, strike, or picketing is illegal and unauthorized. It shall be grounds for the City to discharge any employee engaging in any strike, work stoppage, slowdown, or picketing which has the effect of impeding or obstructing the governmental operations of the City. The Union and its employees reserve the right to carry on informational picketing which does not have the effect of obstructing or impeding City governmental functions. Nothing herein shall be construed to abridge employees' constitutionally protected rights.

**ARTICLE 6 - HOURS OF WORK, SHIFTS AND BREAK PERIODS;
UNION REPRESENTATIVES; LEAVE FOR UNION DUTIES**

SECTION 1. WORK WEEK, SHIFTS AND BREAK PERIODS; UNION REPRESENTATIVES; LEAVE FOR UNION DUTIES

The work week, shifts and break periods of employee shall be as follows:

(a) Civilian Dispatchers.

(1) The regular work week for civilian dispatchers of the CPD shall average thirty seven and one-half (37.5) hours consisting of four (4) days on and two (2) days off.

Shifts shall be as follows:

1 st shift	7:45 a.m. to 3:45 p.m.
2 nd shift	3:45 p.m. to 11:45 p.m.
3 rd shift	11:45 p.m. to 7:45 a.m.;

provided, however, that at the Employer's discretion, and upon the approval of the Mayor, flexible shifts may be implemented to accommodate the demands of the department, to enhance the efficiency of the department or to maximize the delivery of services to the public.

(2) Civilian dispatchers of the CPD shall be allowed a one-half (½) hour unpaid meal break at a reasonable juncture during the work shift; provided however, that the Officer in Charge may, at his discretion, deny said meal break if circumstances should require, in which event, the dispatcher shall receive overtime or compensatory time for the extra one-half hour of work, as provided in Article 7 hereof.

(3) Civilian dispatchers of the CPD shall be allowed one (1) fifteen (15) minute paid break during the first half of their shift and one (1) fifteen (15) minute paid break during the second half of their shift. The timing of such breaks shall be determined by the Chief of Police or his designee.

(b) City Hall (including building inspectors, Hamilton Building employees, federal programs, engineering, police civilian employees other than dispatchers and clerical staff in Parks and Recreation).

The regular work week for all City Hall employees shall consist of five (5) consecutive days within a calendar week, beginning on a Monday and ending on a Friday. Each shift shall consist of seven (7) paid hours of work and an unpaid meal break of one (1) hour. One (1) fifteen (15) minute paid break shall be allowed during the first half of the shift and one (1) fifteen (15) minute paid break shall be allowed during the second half of the shift. The timing of such breaks shall be determined by the department head or his designee.

Shifts shall be 8:30 a.m. to 4:30 p.m. year-round; provided, however, that at the Employer's discretion, and upon the approval of the Mayor, flexible shifts may be implemented to accommodate the demands of a department, to enhance the efficiency of a department or to maximize the delivery of services to the public.

(c) Highway, Parks and Recreation.

The regular work week for all employees in Highway including building maintenance and vehicle maintenance, Parks and Recreation (but excluding clerical staff in Parks and Recreation) shall consist of five (5) consecutive days within a calendar week, beginning on a Monday and ending on a Friday. Each shift shall consist of seven and one-half (7.5) paid hours of work and an unpaid meal break of one-half (½) hour; provided, however, that

for clerical employees each shift shall consist of seven (7) paid hours of work and an unpaid meal break of one (1) hour. One (1) fifteen (15) minutes paid break shall be allowed during the first half of the shift and one (1) fifteen (15) minute paid break shall be allowed during the second half of the shift. The timing of such breaks shall be determined by the department head or his designee.

Shifts shall be from 7:00 a.m. to 3:00 p.m.; provided, however, that at the Employer's discretion, and upon the approval of the Mayor, flexible shifts may be implemented to accommodate the demands of a department, to enhance the efficiency of a department or to maximize the delivery of services to the public.

(d) Animal Control.

The regular work week for all Animal Control employees shall consist of five (5) consecutive days on, followed by two (2) days off. Each shift shall consist of seven (7) paid hours of work and an unpaid meal break of one (1) hour. One (1) fifteen (15) minute paid break shall be allowed during the first and second halves of the shift. The timing of such breaks shall be determined by the department head or his designee.

Shifts and days off are identified as follows:

Sr. Animal Control Officer	7:30 am to 3:30 pm
Animal Control Officer	7:30 am to 3:30 pm
Animal Control Officer	7:30 am to 3:30 pm
Kennel Custodian/Adoption Coordinator	7:30 am to 3:30 pm
Shelter Records Attendant	8:30 am to 4:30 pm

Provided, however, that at the Employer's discretion, and upon the approval of the Mayor, flexible shifts may be implemented to accommodate the demands of the department, to enhance the efficiency of the department, and to maximize services to the public.

(e) Transvan, CNAs.

The regular work week for all Transvan drivers shall consist of five (5) consecutive days within a calendar week, beginning on a Monday and ending on a Friday. Each shift shall consist of seven and one-half (7.5) paid hours of work and an unpaid meal break of one-half hour (½) hour. One fifteen (15) minute paid break shall be allowed during the first and second halves of the shift. The timing of such breaks shall be determined by the department head or his designee.

Shifts for the transvan drivers shall begin at 6:00 am, 7:15 am or 7:30 am; provided, however, that at the Employer's discretion, and upon the approval of the Mayor, flexible shifts may be implemented to accommodate the demands of the department, to enhance the efficiency of the department or to maximize the delivery of services to the public.

Shifts for CNAs shall consist of five (5) consecutive days within a calendar week, beginning on a Monday and ending on a Friday. Each shift shall consist of seven (7) paid hours of work and an unpaid meal break of one

(1) hour. One (1) fifteen (15) minute paid break shall be allowed during the first half of the shift and one (1) fifteen (15) minute paid break shall be allowed during the second half of the shift. The timing of such breaks shall be determined by the department head or his designee.

Shifts for CNAs shall begin at 7:45 a.m., 8:30 a.m. or 9:00 a.m.; provided, however that at the Employer's discretion, and upon the approval of the Mayor, flexible shifts may be implemented to accommodate the demands of the department, to enhance the efficiency of the department or to maximize the delivery of services to the public.

(f) Food Services

The regular work week for all Food Services employees shall consist of five (5) consecutive days within a calendar week, beginning on a Monday and ending on a Friday. Each shift shall consist of seven and one-half (7.5) paid hours of work and an unpaid meal break of one-half (½) hour. One (1) fifteen (15) minute paid break shall be allowed during the first half of the shift and one (1) fifteen (15) minute paid break shall be allowed during the second half of the shift. The timing of such breaks shall be determined by the department head or his designee.

Shifts shall begin at either 5:30 a.m. or 6:30 a.m.; provided, however, that at the Employer's discretion, and upon the approval of the Mayor, flexible shifts may be implemented to accommodate the demands of the department, to enhance the efficiency of the department or to maximize the delivery of services to the public.

SECTION 2. FLEXIBLE WORK HOURS

The Employer retains the right to offer flexible hours to employees. Employees are not obligated to participate in any such offerings, and such offerings shall be made equitably on a rotational basis according to seniority.

SECTION 3. DESIGNATION OF UNION REPRESENTATIVES.

From among the employees employed in the City, the Union may designate and the City will recognize not more than two (2) representatives, exclusive of the grievant, and the Union attorney to serve as the Union's agents in grievance representation of employees; provided however that the City will recognize up to six (6) representatives and the Union attorney for collective bargaining agreement negotiations. The City shall not be required to recognize any employee as a Union representative unless the Union has informed the City, in writing, of the employee's name, department, and designation as a Union representative. A maximum of fourteen stewards shall possess superseniority for layoff purposes only. The Union shall provide the Employer in writing with an accurate list of said stewards.

SECTION 4. LEAVE FOR UNION BUSINESS.

The City will pay properly designated Union representative (s) (but in no event more than two (2) representatives for a grievance and six (6) representatives for collective bargaining agreement negotiations), at his straight-time rate of pay for scheduled work hours lost in attendance at meetings with the Employer pertinent to collective bargaining, grievance adjustment, or representing an employee at any step of the grievance procedure and arbitration. In no event will the City compensate a Union representative for work hours lost in preparation for collective bargaining agreement negotiations, grievance arbitration, interest arbitration, unfair labor practice hearings or any contested adversary proceeding between the City and Union (or any employee it represents). The Employer may refuse to grant leave under this section if, in the judgment of the Employer, the employee's absence would adversely impact the operations of the employee's department. Such leave shall not be unreasonably withheld.

SECTION 5. INCLEMENT WEATHER

When the outdoor temperature, as indicated from the official temperature gauge at Western Hills Middle School, rises above 90 degrees Fahrenheit or falls below 20 degrees Fahrenheit, or the wind-chill factor falls below -4 Fahrenheit, such that employees covered under the City's collective bargaining agreement with LIUNA 1322 are excused from outside work, foremen and general foremen in the Highway Division and Parks and Recreation Department shall also be excused from outside work. The City retains the right to re-assign employees to alternate work if such weather conditions referenced above exist.

SECTION 6. BREAK RESTRICTIONS

Employees on authorized breaks as described above shall be free to leave their work area and may leave City premises, provided they are able to return to work in a timely manner, and subject to City policies.

ARTICLE 7 - OVERTIME AND CALLBACK

SECTION 1. OVERTIME RATE OF PAY.

Except in the case of compensatory time as provided below, for all hours actually worked in excess of those hours regularly scheduled as an employee's working hours, an employee shall be paid one and one half (1 ½) times his straight time rate of pay for such excess hours of work. Time off for sick leave shall not be considered as time actually worked when determining eligibility for overtime pay under this section. Time off for authorized holiday and vacation leave shall be considered as time actually worked when determining eligibility for overtime pay under this section. The straight time rate of pay shall be determined by dividing the employee's weekly salary by the number of hours regularly assigned to work in a work week. This provision shall be considered inapplicable to job classifications subject to exemptions pursuant to the Fair Labor Standards Act.

SECTION 2. COMPENSATORY TIME

(a) When an employee reports his hours of work, the employee shall elect either to be paid in monetary compensation for overtime hours, or to be compensated for such overtime hours in compensatory time off. Compensatory time shall be subject to a maximum accumulation of two hundred forty (240) hours. Employees with two hundred forty (240) hours of accrued compensatory time shall be compensated for any additional overtime worked by means of monetary compensation.

(b) Employees may request use of accrued compensatory time by submitting a written request to their supervisor at least one day in advance for compensatory time use of one day or less, and at least one week in advance for compensatory time use exceeding one day. Such requests shall be responded to as soon as reasonably practicable and shall not be denied unless granting the request would be disruptive to City operations.

(c) The City shall have the right, at any time, to discharge all or part of an employee's accrued compensatory time by paying the employee for such accrued compensatory time, at the employee's rate of compensation at the time payment is made. The City shall also have the right to discharge all or part of an employee's accrued compensatory time by directing that the employee take compensatory time off at a time or times of the City's choosing.

(d) Upon discharge, retirement or resignation, employees shall be paid for accrued compensatory time at the employee's then-current rate of compensation.

SECTION 3 **CALL BACK; CALL BACK MINIMUM**

The Employer shall determine when an employee shall be called back. In making such determination, the Employer shall consider seniority and qualifications, as well as the needs of the department and shall make reasonable efforts to distribute call back opportunities equitably. If an employee has concluded his regularly scheduled shift, left the workplace and is called back, he shall receive a minimum of three (3) hours' compensation at the overtime rate of pay set forth in Section 1.

The following procedures will apply to vacancies in Police Dispatch. There are two (2) forms of vacancies: scheduled call back and emergency call back. Scheduled call back is used when a vacancy is created by scheduled time off such as vacation, compensatory day, employee on long term illness, training, jury duty etc. Emergency call back is used when a vacancy is created by short term notification (less than 24 hours), such as sickness, family emergencies etc. To fill these vacancies an overtime list has been established. Any dispatcher may sign up on the overtime list for possible vacancies on specific days and shifts in the upcoming month. Preference is to be given to permanent full-time dispatchers to fill any and all vacancies. If a permanent full-time dispatcher has not signed up for the specific day and shift, the Chief of Police or his designee may call a reserve dispatcher to fill the vacancies. In no event shall a dispatcher be called back to work two (2) consecutive days without a mutual agreement.

SECTION 4. **PREFERENCE**

Full-time permanent employees shall be given preference over temporary, part-time, seasonal or intern employees to work call back hours.

ARTICLE 8 - SALARIES AND WAGES

SECTION 1. **SALARIES AND WAGES**

(a) Each employee covered by this agreement shall be paid the salary or wage designated for his position in accordance with the City's pay plans in the salary or wage range applicable to each position for the fiscal years July 1, 2005 to June 30, 2008, with any step increase within the range for which said employee is eligible. Payday shall be every other Friday. In the event that a regular payday shall fall on a holiday, then payment shall be made on the working day preceding the holiday. The City's pay plans for the fiscal years referenced above are incorporated by reference herein and made a part hereof. The increases to the pay plans during the term of this agreement shall be as follows:

Fiscal Year

Increase

July 1, 2005 through June 30, 2006	3% + \$1.00 per hour for each member
July 1, 2006 through June 30, 2007	3.0%
July 1, 2007 through June 30, 2008	3.0%

(b) Dispatchers shall receive pay differential of \$0.15 per hour for second shift and \$0.30 per hour for third shift.

ARTICLE 9 - HEALTH AND DENTAL INSURANCE

SECTION 1. DESCRIPTION OF HEALTH AND DENTAL COVERAGES; CO-PAYMENT.

- A) The City agrees to offer a Preferred Provider Organization (PPO) plan for each member of the Union and his family. Each employee shall pay a percentage of the monthly working rate for the City for the plan chosen, deducted bi-weekly from the employee's paycheck. The co-share percentage will be 10% for Year 1 (FY 7/1/05 to 6/30/06), 15% in Year 2 (FY 7/1/06 to 6/30/07), and 20% in Year 3 (FY 7/1/07 to 6/30/08) of this agreement. The PPO plan will include the following: \$10 co-pays for office visits, specialists, and urgent care visits and a \$50 co-pay for emergency room visits each occurrence.
- B) The prescription drug plan will entail a \$5/\$10/\$25 co-pay (\$5 for generic, \$10 for preferred brand names, and \$25 for non-preferred drugs). Mail order prescriptions for a 90-day supply will be subject to two-and-a-half times (2.5x) the retail co-pay for a normal 30-day supply.
- C) As an alternative, the employee may participate in a high deductible, portable, individual health savings account plan (HSA), pursuant to changes in federal tax code made possible by the Medicare Modernization Act of 2003. An HSA is a financial account that an employee can use to accumulate tax-free funds to pay for qualified health care expenses. Under these plans, individuals or families participate in high deductible consumer-driven health plans (CDHPs). Employees may contribute pre-tax dollars into their individual HSAs to pay for medical expenses up to the deductible amount. Once the deductible is reached, the employee and/or his family is covered under the major medical provision established in the PPO plan referenced above at 100% co-insurance. Employees opting for an HSA **family** plan will have an annual deductible of \$4,000, of which 50% (\$2,000) will be deposited to the employee's HSA by the City in Years 2 (FY 7/1/06 to 6/30/07) and 3 (FY 7/1/07 to 6/30/08) of this agreement. In Year 1 (FY 7/1/05 to 6/30/06), the City will contribute \$2,100 toward the employee's HSA. Employees who choose the HSA option under an **individual** plan will have an annual deductible of \$2,000, of which 50% (\$1,000) will be deposited by the City on behalf of the employee in Years 2 (FY 7/1/06 to 6/30/07) and 3 (FY 7/1/07 to 6/30/08) of this agreement, and \$1,100 in Year 1 (FY 7/1/05 to 6/30/06). Employees opting for the HSA individual or family plan will be offered the same negotiated prescription rates from the healthcare provider as those under the PPO plan referenced in Section B above; however, employees will be responsible for the full cost of prescription drugs until the annual deductible is met. Thereafter, the prescriptions are paid by the City as part of the 100% co-insurance.

- D) The City also agrees to provide individual or family dental coverage as specified in the attachment hereto, to a maximum of \$2,000 effective July 1, 2005. Employees will contribute 10% of the monthly working rates in Year 1 (FY 7/1/05 – 6/30/06), 15% in Year 2 (FY 7/1/06 – 6/30/07), and 20% in Year 3 (7/1/07 – 6/30/08), prorated and payable through pre-taxed payroll deductions at each pay period.
- E) The City also agrees to provide PPO coverage as referenced in Section A to full time students declared as dependents, up to age 23.
- F) The City agrees to provide the family Chiropractic Care Rider.
- G) There shall be a joint labor-management health insurance standing committee, whose purpose is to address ongoing or anticipated issues with respect to health insurance. The participants of such committee shall be designated by the Union and City. They will meet at least monthly in the first year of this agreement, and periodically thereafter as mutually agreed. If any alternative health or dental plans, or other cost-saving means, should become available during this agreement, the City and Union shall meet and confer to address implementation of same.

SECTION 2. COMPENSATION IN LIEU OF COVERAGE.

If an employee elects not to receive the family health and dental coverages described in Section 1 of this article, the Employer shall pay him or her a sum of money which equates to fifty percent (50%) of the Employer's annual cost for FY 2006 (FY7/1/05 to 6/30/06), and will be fixed at that dollar figure for the term of this agreement.

This payment shall be made to the electing employee in two equal lump sum installments, one during the first pay period in January of each year and the other during the first pay period in July of each year. An employee shall make his election allowed under this section in writing, addressed to the Personnel Director and deliver it to the Personnel Director's office. If an employee terminates his employment with the City, he agrees to pay to the City within forty-five (45) days of termination the pro-rata share of compensation in lieu of coverage.

ARTICLE 10 - LIFE INSURANCE

SECTION 1. NATURE AND FACE VALUE OF COVERAGE

The Employer shall provide basic group term life insurance for each employee in the face amount of \$50,000.00 during this agreement. Subject to sufficient participation, as determined by the life insurance company, an employee shall be allowed to purchase additional insurance coverage in \$5,000.00 increments at his sole expense.

SECTION 2. RETIREMENT COVERAGE OPTIONS

Upon retirement an employee, at his option, shall be entitled to maintain his basic life insurance coverage in place as of the time of his retirement at his sole expense at the City's rate. Any increments which an employee may have purchased in excess of the provided coverage may also be maintained at his sole expense subject to the conversion policy of the life insurance company.

ARTICLE 11 - PENSION PLAN

SECTION 1. PENSION PLAN

In accordance with the existing ordinances and other applicable municipal law, all employees covered by this agreement shall be members of the State Municipal Employees' Retirement System within the meaning of RIGL 45-21-1 et. seq. The Employer and employees shall comply with their respective obligations thereunder.

SECTION 2. NEW ENGLAND TEAMSTERS AND TRUCKING INDUSTRY PENSION FUND

The City agrees to contribute for each hour worked, up to forty (40) hours per week, the following amounts to the New England Teamsters and Trucking Industry Pension Fund, in accordance with the plan adopted by its trustees.

<u>Dates</u>	<u>Hourly Contribution</u>
July 1, 2005 through June 30, 2006	\$0.50
July 1, 2006 through June 30, 2007	\$0.55
July 1, 2007 through June 30, 2008	\$0.60

ARTICLE 12 - HOLIDAYS

SECTION 1. HOLIDAYS OBSERVED

Effective January 1, 2006, the following holidays listed below shall be observed:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Victory Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve Day, December 24th
- Christmas Day, December 25th

When any of the above listed holidays falls on a Saturday, it shall be observed on the preceding Friday. When any of the above listed holidays falls on a Sunday, it shall be observed on the following Monday. In the event December 24th falls on a Saturday or Sunday, each employee covered by this agreement shall be granted another day off, as established by the Mayor. The City may elect to keep City Hall open on December 24th, but shall not compel any bargaining unit member to work on said days. Police dispatchers' holiday pay will be calculated at one and three-tenths (1.3x) times their normal daily rate.

SECTION 2. NO WORK ON THE HOLIDAY

An eligible employee, who is not required to work on the day observed as a holiday shall receive his ordinary straight-time pay for that day and no additional compensation.

SECTION 3. WORK ON A HOLIDAY

An eligible employee, who is required to work on a day observed as a holiday shall receive one and one-half (1.5) times his ordinary straight-time rate of pay for all hours actually worked on that day in addition to his ordinary straight time pay.

SECTION 4. HOLIDAYS DURING A VACATION PERIOD.

If a holiday occurs during the scheduled vacation of an eligible employee, the employee will not receive any additional compensation for the work in which the holiday occurs.

SECTION 5. ELIGIBLE EMPLOYEES.

Notwithstanding any of the provisions of this agreement, an employee who uses sick leave either the work day before or the work day after a holiday listed in Section 1, may, in the discretion of the Employer, provided there is evidence of abuse, be required to produce sufficient medical documentation, at his expense, verifying the illness claimed and inability to work to be eligible to receive holiday pay.

SECTION 6. SOCIAL EVENTS

The City shall allow reasonable time during working hours for one holiday party in December; for celebration of employee birthdays; and for employee retirement parties. Nothing herein shall obligate the City to provide food or refreshments, or to make any financial expenditure for any such social events.

ARTICLE 13 - TEMPORARY SERVICE OUT OF CLASSIFICATION

SECTION 1. OUT OF CLASSIFICATION COMPENSATION

If an employee has been assigned, directed and authorized by the Mayor, director of his department or their designee, to serve temporarily in a higher rated classification for more than four (4) consecutive working days, then the employee shall be compensated at the rate of the higher classification for all time served in that classification retroactive to the first day. Work performed out of classification shall be at the same step level the employee has attained in his classification. In no event, however, shall the employee working in the higher classification be paid more than the employee being replaced, unless the employee working in the higher classification regularly earns more than the employee being replaced, in which case he will be paid at the step next above his regular classification. No employee shall be compelled to accept such assignment for a period in excess of four (4) months unless agreed upon by the parties and the individual employee. During said period, the employee shall be subject to the terms and conditions of this agreement. Should a temporary assignment be for less than four (4) consecutive working days, then an employee shall not be entitled to a higher rate of compensation and there shall be no salary adjustment.

ARTICLE 14 - SICK LEAVE

SECTION 1. SICK LEAVE DEFINITION.

Subject to the provision of Article 17:

Sick leave shall be defined as leave with pay because of an inability to work 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 the period of such quarantine only).

In circumstances in which an employee's spouse, child or parent is ill, the employee may be granted paid sick leave, not to exceed six (6) days in a calendar year, if: (1) attendance upon said employee's spouse, child or parent is medically necessary; and (2) said employee is unable to make any other arrangements for the attendance upon said spouse, child or parent. To be eligible to receive sick leave under such circumstances, the employee may be required to submit sufficient medical documentation, at his expense, verifying the medical necessity for attendance upon said spouse, child or parent. The City may also require an affidavit substantiating the inability to make alternate arrangements.

SECTION 2. 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 physician, within a reasonable period after the time scheduled to start work, otherwise sick leave may not begin until after notification has been received. The employee shall personally give notice, if possible.

SECTION 3. PHYSICIAN'S CERTIFICATION; VIOLATION OF PROVISIONS.

In the event that an employee must take sick leave pursuant to this article for a period in excess of three (3) consecutive days, then said employee may be required to submit a physician's certificate to his department director, or his designee, if so requested. Any employee who has used sick leave on three (3) separate occasions (regardless of the amount of time used on each such occasion) during a six (6) month period may be required to provide a physician's certificate to his department director, or his designee, if so requested, for each and every additional request for sick leave.

Willful violation of any of the sick leave provisions contained herein or the willful making of a false claim for sick leave shall subject the employee chargeable therewith to disciplinary action and/or the requirement to make restitution. The employees are aware that if grounds exist to suspect a misuse of sick leave, a representative of the City may be sent to the employee's home, or, the employee may be subject to surveillance.

SECTION 4. SICK LEAVE ACCRUAL, ACCUMULATION AND EXTENSION.

Sick leave shall accrue at the rate of one and one half (1½) days per month for a total annual accrual of eighteen (18) days per year; provided however, in no event shall an employee accrue sick leave in a month if absent on authorized sick leave, leave without pay or workers' compensation leave for more than one-half (1/2) of the work days within that calendar month. An employee may accumulate and carryover unused sick leave from year to year, but in no event shall the accumulation exceed one hundred fifty (150) days. Employees with ten (10) years of service or more shall be granted up to an additional ninety (90) days sick leave if the sickness is of such a nature as to require a prolonged period of treatment and recuperation.

SECTION 5. PAYMENT OF UNUSED SICK LEAVE.

Employees who have completed less than ten (10) years of service shall not be entitled to payment of unused, accumulated sick leave upon resignation, retirement or death prior to retirement. Employees who have completed ten (10) years of service in good standing shall be paid one-third (1/3) the value of their unused, accumulated sick leave, at the time of resignation, retirement or death prior to retirement to a maximum of forty (40) days. Employees who have completed twenty (20) years of service in good standing shall be paid one-half (1/2) the value of their unused, accumulated sick leave, at the time of resignation, retirement or death prior to retirement or death prior to retirement to a maximum of sixty (60) days. Any and all buyouts of sick leave under this section shall be based on an accumulation of one hundred twenty (120) days.

SECTION 6. PARTIAL USE IF SICK LEAVE.

If any employee shall be sick or ill for less than a full work day, his sick leave shall so be charged only to the extent of the time he was absent, to the nearest half hour.

ARTICLE 15 - VACATIONS

SECTION 1. ELIGIBLE EMPLOYEES.

An employee shall be entitled to paid vacation if the employee has successfully completed his probationary period. During the employee's first year of employment, he shall be entitled to ten vacation days, which may be taken only after completion of the probationary period.

SECTION 2. VACATION ALLOTMENT.

Vacation leave shall accrue on January 1 of each year to be taken during that calendar year. The amount of vacation to which an employee shall be entitled during any calendar year shall be determined by the number of years of continuous service with the City completed by the employee as of January 1 of that year, in accordance with the following chart:

<u>Years of Continuous Service Completed as of Jan. 1st</u>	<u>Days of Vacation</u>
1 year	10
2 years	12
3 to 4 years	16
5 to 9 years	19
10 to 19 years	24
20 years or more	25

SECTION 3. SCHEDULING

The Employer shall retain the final right to approve, deny and schedule all vacations; such approval shall not be unreasonably withheld. An employee shall submit to his department director or his designee, in writing, his vacation request, exceeding one (1) day. Vacation requests may be made in hourly increments, and such requests shall be made one (1) week in advance, to the extent practicable.

SECTION 4. ACCUMULATION CAP AND CARRY OVER.

An employee may accumulate a maximum of sixty-five (65) days and may not carry over vacation time in excess of sixty-five (65) days from one calendar year to the next. Vacation allotment in excess of the accumulation limits stated above which is not used by the end of a calendar year may be lost and an employee may not receive pay in lieu of vacation. Vacation allotment in excess of the accumulation limits stated above which is not used by the end of a calendar year will be lost and an employee shall not receive pay in lieu of vacation. An employee will be paid his accumulated vacation allotment, up to the maximum cap, at the time of termination of employment. It is further agreed that an employee with more than ten (10) years of service as of December 31st of the previous year may elect to be paid up to five (5) days vacation leave for leave accrued in excess of eighteen (18) days; such payment shall be made in July. Compensation due will be made at the straight-time rate.

SECTION 5. RATE OF PAY

An employee shall be compensated for vacation at the straight-time rate of pay at the time the vacation is taken.

SECTION 6. CONFLICTS IN VACATION SELECTION.

In the event of conflicts as to employees' selections of vacation periods, seniority rights shall govern.

ARTICLE 16 - BEREAVMENT LEAVE

SECTION 1. NATURE OF LEAVE; LIMITATIONS.

In case of the death of a father, mother, husband, wife, son, daughter, mother-in-law, father-in-law, brother, sister, domestic partner, step-son, step-daughter, step-mother, step-father, stepbrother, or step-sister of an employee, such employee shall be entitled to a leave of absence with pay from the time of the notification of the death to and including the day following the burial of the deceased, not to exceed five (5) days, except in cases where unusual travel distances exist, such period shall be extended for a maximum of three (3) days, and provided further that in the cases 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.

In case of the death of a grandmother, grandfather, great-grandmother, great-grandfather, grandson, granddaughter, great-grandson, great-granddaughter, daughter in-law, son-in-law, sister-in-law, or brother-in-law of an employee, such employee shall be entitled to a leave of absence with pay covering the day before the funeral and the day of the funeral.

In the case of the death of a nephew, niece, uncle or aunt of an employee, such employee shall be entitled to a leave of absence with pay for the one (1) day of the funeral.

In the case of the death of a relative other than those provided for in paragraphs above, such leave of absence with pay shall be for not more than four (4) hours to permit attendance at the funeral of said person if the leave is first approved by the department head.

Notification of an employee's intent to exercise his right to bereavement leave as set forth above shall be made to an employee's department director or the Personnel Director as soon as practical.

ARTICLE 17 - PARENTAL AND FAMILY LEAVE

SECTION 1. COMPLIANCE WITH FEDERAL/STATE LAW.

To the extent it may be applicable, the Employer agrees to comply with governing state or federal parental and family medical leave legislation including the Family and Medical Leave Act of 1993, Pub. L. No. 103-03, Section 405(b) (2), 107 Stat. 6 (1993) and the Rhode Island Parental and Family Medical Leave Act, R.I.G.L. 28-48-1, et seq.

ARTICLE 18 - MILITARY AND OTHER LEAVE

SECTION 1. MILITARY LEAVE

The Employer will comply with controlling provisions of federal law on military leave. An employee who is unable to report for regularly scheduled work because the employee is required to report for active duty with the United States National Guard or a reserve unit of the United States Military shall, for each day of the first fourteen (14) work days lost because of such duty, be compensated in an amount equal to the difference between eight (8) hours' pay at his straight time rate of pay, as specified in this agreement, and the amount earned for military service. An employee shall have the option to elect to receive accumulated vacation leave compensation in lieu of the compensation offset provision referred to above.

SECTION 2. OTHER LEAVE

Upon written request to the Employer, an employee may be granted a leave of absence without pay not to exceed six (6) months and subject to one (1) renewal for reasons of personal illness, illness in the immediate family, disability, or for the purpose of furthering the employee's education or training where such leave can be demonstrated to be beneficial to the City. Such leave shall be granted only when it will not result in undue prejudice to the interest of the City as an employer beyond any benefits to be realized. No leave without pay shall be granted except upon written request of the employee and a guarantee by the employee that he will serve for at least one year after returning from such leave.

Employees will be notified in writing within thirty (30) calendar days from receipt of the written request of the Employer's action on the leave request. The Employer may request substantiation of any leave of absence or request for leave of absence.

At the expiration of such leave, the employee shall be returned to the same position from which he is on leave at the same pay of the then current pay rate of his classification. If the position held by the employee when he took the leave of absence is not available, the employee will be assigned to a similar position consistent with the terms and conditions of this agreement. The rate of pay for such job, however, will not be diminished as a result of such assignment.

Seniority shall continue and shall accrue during all authorized leaves of absence. In cases of leave for personal illness, illness in the immediate family or disability, employees may continue their health care coverage longer than ninety (90) days while on approved leave of absence by paying the monthly premium.

SECTION 3. PERSONAL LEAVE

Employees are entitled to three (3) personal days per year for the term of this agreement. Discharge of personal days must be scheduled and approved by the City and discharged during a calendar year. The City agrees to not unreasonably withhold such authorization.

ARTICLE 19 - JURY DUTY LEAVE

SECTION 1. LEAVE FOR JURY SERVICE; COMPENSATION; NOTICE.

An employee who is required to report for jury duty shall be entitled to leave with pay for scheduled work hours lost as the result of such service. For each hour of such leave taken, the employee will be compensated by the Employer in an amount equal to his straight-time hourly rate of pay, less the amount received by the employee as compensation for such jury service. An employee who reports for such service and is excused therefrom shall immediately contact his direct supervisor and report for work, if requested. In order to be paid by the Employer for such leave, the employee must submit to the Personnel Director written proof, executed by the administrator of the court (or other appropriate official), of having served, the duration of such service and the amount of compensation received for such service.

ARTICLE 20 - EMPLOYEE DISCIPLINE

SECTION 1. JUST CAUSE.

No member of the bargaining unit shall be disciplined in any manner or form without just cause. Any contested disciplinary action shall be processed through the grievance and arbitration procedures set forth in this agreement.

SECTION 2. NOTICE TO UNION.

The Employer shall notify the Union's Business Agent in writing within five (5) business days of the imposition of any form of discipline other than an oral reprimand. The time for filing a grievance over such discipline shall begin to run upon the Union's receipt of such written notice. Oral reprimands shall only be given in the presence of a Union official.

SECTION 3. EXPUNGEMENT.

If a disciplined employee has not engaged in any further misconduct or violated applicable employment policies, rules or regulations, and has otherwise satisfactorily performed the duties and responsibilities of his position, then he shall be eligible to have documentation of the following forms of discipline expunged from his employment records after the expiration of the time period indicated.

<u>Form of Discipline</u>	<u>Time Period</u>
Written Reprimand	One year from issuance.
Suspension	Three years from the final date of the suspension term.
Demotion	Three years from the effective date of demotion

An employee's request for expungement will not be considered by the Employer unless it is submitted in writing to his department head and a copy of that notice is contemporaneously delivered to the Director of Personnel.

ARTICLE 21 - SENIORITY

SECTION 1. DEFINITION.

Seniority shall be defined as an employee's length of continuous service in any bargaining unit position covered by this agreement computed from the first date of full-time employment in the first position held within this bargaining unit. Seniority shall not accrue to a probationary employee until completion of the probationary period at which time seniority shall be retroactive to the first day of employment. Seniority shall apply, everything else being equal, for purposes layoff, bumping, recall, transfers and vacation preference. The Employer agrees to furnish the Union a current seniority list in January of each year.

SECTION 2. TERMINATION OF SENIORITY.

An employee's seniority shall be terminated and his seniority rights forfeited for the following breaks in service:

- (a) Discharge, quit, retirement, or resignation;
- (b) failure to give notice of intent to return to work after a recall within ten (10) business days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall; said specified return date shall be no less than ten days from notice of recall.
- (c) Layoff for a period of eighteen (18) months or for a period equal to the employee's seniority, whichever is less.
- (d) Failure to return at the conclusion of an authorized leave, provided there are no extenuating circumstances;
- (e) Absence from work for three (3) consecutive working days without notice, provided there are no extenuating circumstances;
- (f) Acceptance of employment with the City in a position outside the bargaining unit.

An employee shall not accrue seniority for any period of time during an unauthorized leave of absence or a suspension for just cause.

SECTION 3. SENIORITY POOL.

Seniority pools for purposes of layoffs and bumping rights are hereby established as reflected in Exhibit B to this Agreement, which shall be modified by mutual agreement when positions are added or deleted.

SECTION 4. DETERMINATION OF LAYOFFS OR REDUCTIONS IN FORCE.

Consistent with Article 4, Section 1, the City shall determine the timing of any layoffs or reductions in force, the number of employees to be laid off, and which departments and seniority pools will be affected. None of the City's decisions with respect to the foregoing shall be subject to the grievance or arbitration procedures set forth in Article 28 and such decisions are therefore substantively non-arbitrable, with the sole exception being alleged clerical mistakes in determining which employees are laid off or recalled.

The term "layoff" as used in this agreement includes, without limitation, any temporary or permanent non-disciplinary separation from employment based upon economic or operational circumstances. For example, but without intending to limit the generality of the foregoing definition, a "layoff" includes a separation from employment resulting from a reduction in force, reorganization, downsizing, or any other managerial prerogative exercised by the City, however described, characterized or denominated, which results in a decrease in the number of employees employed. An employee's resignation, quitting or employment abandonment shall not be considered a "layoff." An employee's discharge or termination shall not be considered a "layoff" and this section shall not be construed to limit or abridge the City's right to discharge or terminate an employee for disciplinary or non-disciplinary reasons which constitute just cause.

SECTION 5. BUMPING

An employee who receives a notice of layoff may elect to bump an employee with less seniority in the same or lower title in a seniority pool if:

- (1) The bumping employee has more seniority than the employee he will bump; and
- (2) He or she is deemed qualified to perform the functions of the employee. to be bumped, after successfully completing a twenty (20) working day probationary period for training and break-in. The City shall have sole discretion to assess the bumping employee's fitness and qualifications to continue to serve in the position to which he bumped, and if such assessment results in the discharge of said bumping employee, it shall not be subject to the grievance or arbitration procedures set forth in Article 28 and is therefore substantively non-arbitrable; provided however, that said discharged bumping employee shall be placed on a recall list. If a bumping employee is discharged during the probationary period, then the employee he or she had displaced through bumping shall be reinstated forthwith.

Notwithstanding any contrary provision in this section, a non-classified employee may not bump any classified employee and a classified employee may not bump a non-classified employee. Further, no employee, regardless of status (i.e., classified or non-classified) may bump a division head. A division head may bump into a lower rated classification in accordance with this process. A division head may not bump another division head.

An employee separated from employment as a result of the bumping process described in this section may bump an employee in the same classification or seniority pool with the least seniority, subject to the qualification and probationary period requirement set forth above in subparagraph 2 of this Section. An employee discharged during said probationary period shall have the right to bump one additional time. An employee bumping into a lower rated classification shall be placed in the salary step which his total year of service requires.

SECTION 6. RECALL.

If the City, in its sole discretion, determines to fill a vacancy in a seniority pool from which employees are laid off, such employees shall be recalled in the reverse order of layoff. The City will forward a notice of recall by certified mail to the last known address furnished by the employee to the City upon layoff. Notice shall also be

forwarded to the Union. The employee must, within ten (10) business days of delivery or attempted final delivery of the notice of recall, notify the City of his intent to return to work on the date specified for recall and, thereafter, return to work on such date. An employee's recall rights hereunder shall be limited to a period of eighteen (18) months commencing on the date of actual separation from his previous job classification.

ARTICLE 22 - PROBATIONARY EMPLOYEES

SECTION 1. PROBATIONARY EMPLOYEES.

Any newly hired member of the bargaining unit shall serve a six (6) month probationary period, commencing on the first day of employment. During said probationary employment period, a probationary employee may be terminated for any reason, in the sole and exclusive discretion of the Employer, and shall have no redress through the grievance procedure.

SECTION 2. SICK LEAVE, VACATION LEAVE AND SENIORITY.

Newly hired probationary employees shall not accrue sick leave, vacation leave or seniority until the successful completion of the probationary period, at which point such entitlements shall accrue retroactive to the first date of employment.

SECTION 3. INSURANCE BENEFITS.

The Employer shall not be responsible for its cost for any and all insurance benefits prior to the first day of the employee's first full month of employment.

SECTION 4. OTHER RIGHTS AND BENEFITS.

Other than those conditions stated in Section 2 and 3 above, any and all rights and benefits provided by this agreement shall apply to probationary employees, unless the parties agree otherwise.

ARTICLE 23 - VACANCIES

SECTION 1. NOTIFICATION OF VACANCIES.

The Business Agent or another officer of the Union shall be notified in writing, within a reasonable period of time, of all openings, vacancies and reassignments of bargaining unit work and/or employees. The time for filing a grievance over such action shall begin to run upon the Union's receipt of such written notice

SECTION 2. FILLING VACANCIES.

When and if the City elects to fill vacancies in classified positions, vacancies shall be filled with persons classified through competitive examinations.

SECTION 3 RIGHT OF RETURN

A classified employee promoted to another position after taking a competitive examination shall have the right to return to his former position at any time within thirty (30) days after beginning work in the new position.

ARTICLE 24 - PROMOTIONS

SECTION 1. COMPLIANCE WITH THE CIVIL SERVICE RULE AND REGULATIONS AND CITY CHARTER

Promotions shall be made in accordance with the Civil Service Rules and Regulations and City Charter. The City agrees to notify the Business Agent of the Union of any proposed changes to the Civil Service Rules and Regulations at least five (5) days prior to City Council action on such proposed changes.

SECTION 2. APPLICABILITY OF SENIORITY.

Credit for seniority shall be given for actual service only, excluding probationary period and rank or grades specified at the time of examination by the Personnel Director. Seniority shall be computed as of the date of examination. Credit for seniority shall be obtained by adding to standard grade of 70 the following points:

- One-half (1/2) point for each full year of service for the first ten (10) years.
- Three-quarters (3/4) point for each full year of service for the next ten (10) years.
- No additional credit for service in excess of twenty (20) years.

ARTICLE 25 - SCHOOLING AND SEMINARS

SECTION 1. APPROVAL; REIMBURSEMENT LIMITATIONS.

The City agrees to reimburse employees for schooling and seminars which are job related provided that prior approval is obtained from the department head. In order to be reimbursed, the employee must successfully

complete the course or seminar. The maximum allowance for such schooling shall be \$750.00 per fiscal year; however, the city shall pay the full cost of any seminar or course specifically required to maintain a license or certification required as a condition of the employee's employment. Payment shall be made within a reasonable time after the course is completed. Authorization for said schooling or seminars shall not be unreasonably withheld.

ARTICLE 26 - UNIFORMS FOR POLICE DISPATCHERS, ANIMAL SHELTER PERSONNEL.

SECTION 1. ITEMS SUPPLIED BY THE CITY.

The City shall furnish Police Dispatchers with six (6) shirts, three (3) pair of pants, and one (1) belt on a yearly basis. The City shall furnish Animal Shelter Personnel with two (2) pair of pants, two (2) short sleeve shirts and two (2) long sleeve shirts and one (1) pair of boots.

ARTICLE 27 - LEGAL ASSISTANCE AND INDEMNIFICATION

SECTION 1. CITY'S OBLIGATIONS; LIMITATIONS TO ASSIST OR INDEMNIFY.

In the event any employee covered by this agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his or her duties as an employee of the City, the City agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceeding; provided, however, that the City shall have the right to deny all or a portion of the benefits under this section if it determines that the employee acted outside the scope of his employment; or engaged in intentionally willful, malicious, tortious or criminal conduct. An employee against whom any criminal action is brought shall have the right to request legal assistance hereunder, which request shall be considered by the City on a case-by-case basis.

ARTICLE 28 - GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 1. DEFINITION: EXEMPTION; EXCLUSIVITY.

A grievance is a dispute between an employee, employees, or the Union and the Employer 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 initial probationary period. The procedures set forth in this article shall comprise the sole and exclusive dispute resolution process for a grievance.

SECTION 2. PROCEDURAL STEPS.

Step 1. Not later than ten (10) days, excluding weekends and holidays, after the event giving rise to the grievance, an employee, employees, or the Union must submit his grievance in writing to his department director. The department director or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the department director or his designee not respond within the time period set forth herein, it shall be presumed that the grievance has been denied and the grievance may proceed to the next step.

Step 2. If the grievance is not settled at Step 1., it shall be presented in writing by an employee, employees, or the Union to the Personnel Director, within five (5) days thereafter excluding weekends and holidays. The Personnel Director shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Personnel Director fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied and the grievance may proceed to the next step.

Step 3. If the grievance is not settled at Step 2., it shall be presented in writing by the employee (or the Union) to the Mayor within five (5) days thereafter excluding weekends and holidays. The Mayor shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Mayor fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied and the grievance may proceed to the next step.

SECTION 3. WRITTEN PRESENTATION.

All grievances presented in accordance with the procedures set forth in Section 2 shall include: the facts giving rise to the grievance; the provision(s) of the agreement, if any, 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 Personnel Director or Mayor may request a meeting with the employee and his duly authorized Union representative.

SECTION 4. TIME LIMITATIONS.

The time limitations set forth in Section 2 are of the essence of this agreement and the failure by an employee, employees, or the Union to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 2, the Employer and Union may extend them by mutual written agreement.

SECTION 5. SUBMISSION TO ARBITRATION.

Any grievance, as defined in Section 1 of this article, that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, may be submitted to arbitration by the Union serving the Employer with a written demand for arbitration within fifteen (15) days, excluding weekends and holidays, after the response of the Mayor is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the employee's (s') and Union's right to demand arbitration.

SECTION 6. ARBITRATOR SELECTION

The Union's demand for arbitration shall be submitted to the closest local office of the American Arbitration Association with a request that it furnish to the Union and the Employer a list of at least fifteen (15) qualified and impartial arbitrators. The arbitrator selection process shall be governed by the Voluntary Labor Arbitration Rules in effect as of the date of the demand for arbitration.

SECTION 7. ARBITRATOR'S AUTHORITY AND JURISDICTION.

The authority and jurisdiction of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this agreement. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this agreement; to impose on either party a limitation or obligation not explicitly provided for in this agreement or to establish or alter any wage rate or wage structure. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue an award which; (a) is violative or inconsistent with any of the terms of this agreement or applicable law; (b) exceeds his jurisdiction and authority under law and this agreement; (c) involves any matter which by law or under the terms of this agreement, is within the exclusive authority or prerogative of the Employer; or (d) involves any matter wherein the Employer's decision is final and binding under either the terms of this agreement or by applicable law.

SECTION 8. BINDING EFFECT

Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

SECTION 9. FEES AND EXPENSES OF ARBITRATION.

The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

ARTICLE 29 - 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. The Employer agrees that all vacancies and new positions shall be posted on all bulletin boards in all departments.

SECTION 2. CLASSIFICATION.

No employee shall have their status changed and/or altered from classified to unclassified or unclassified to classified without prior notice to the Union occurring at least five (5) days prior to the change.

SECTION 3. STATUS AND GRADE

The status and grade of any employee shall not be changed and/or altered without prior notice to the Union occurring at least five (5) days prior to the change.

SECTION 4. LOUNGE AREAS

- (a) The City shall maintain the availability of the present City Hall lounge.
- (b) The City shall maintain a separate lunch area within the Senior Center building for the use of Senior Center employees.

SECTION 5. VENDING MACHINES

Profits from the vending machines in the lounge in City Hall, if any, shall be remitted to the Union's Sunshine Club.

SECTION 6. USE OF PERSONAL VEHICLES FOR CITY BUSINESS.

Any employee required to use his or her personal vehicle for official City business shall be compensated at the rate established by the U.S. Internal Revenue Service (IRS) and in effect as of July 1st of each year of this agreement, after submission and approval of a written request for mileage reimbursement.

SECTION 7. SMOKING IN CITY VEHICLES.

Smoking in city vehicles is prohibited, pursuant to RIGL 23-20.10-4.

SECTION 8. USE OF CITY VEHICLES.

Employees using City vehicles shall be allowed fifteen (15) minutes of paid time prior to the end of their shift to return the City vehicle to its usual garaging location.

SECTION 9. EMERGENCY PHONE CALLS.

Employees shall have the right to make and receive necessary or emergency personal telephone calls. Employees shall not abuse the right to make telephone calls hereunder, and such telephone calls shall not interfere with City operation.

ARTICLE 30 - CONTINUATION

SECTION 1. CONTINUATION.

To the extent required by law, notwithstanding anything herein contained, the within agreement shall remain in full force and effect until a successor agreement is agreed to by the parties hereto.

ARTICLE 31 - ENTIRE UNDERSTANDING

SECTION 1. ENTIRE UNDERSTANDING

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

SECTION 2. MODIFICATIONS.

Any modifications or changes to this agreement must be reduced to writing and executed by duly authorized representatives of the Employer and Union.

ARTICLE 32 - DURATION OF AGREEMENT; SEPARABILITY

SECTION 1. DURATION OF AGREEMENT.

This agreement is effective from July 1, 2005 through June 30, 2008.

SECTION 2. SEPARABILITY.

If any term or provision of this agreement is, at any time during the life of this agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this agreement.

City of Cranston
By

For the Union
By

Mayor

Business Agent

Finance Director

Witnesseth

City Solicitor

Witnesseth