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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF NORTH PROVIDENCE
RHODE ISLAND
DEPARTMENT OF PUBLIC WORKS

AND

R.I. COUNCIL 94, AFSCME, AFL-CIO

ON BEHALF OF LOCAL 1491A

(JULY 1, 2007 - JUNE 30, 2009)

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AGREEMENT

This agreement entered into between the Town of North Providence, Rhode Island, hereinafter referred to as the "Employer" or "Town" and Rhode Island Council 94 of the American Federation of State, County and Municipal Employees (AFL-CIO) on behalf of the Town's Department of Public Works employees, hereinafter referred to as the "Union".

ARTICLE 1

RECOGNITION

1.1 The Town recognizes the Union as the sole and exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

1.2 The bargaining unit consists of all of the Town's Department of Public Works employees as defined in the Rhode Island State Labor Relations Board Case No. EE 3405 (Old EE 3031) but excluding executive, guards, professional employees and supervisors for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 2

UNION SECURITY

2.1 All employees covered by this agreement and all new employees shall become members of this Union or pay an agency fee equivalent to the amount of dues as established by the Union four months from date of hire.

2.2 The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such

group or organization, or with any individual so long as the Union is the bargaining representative.

2.3 The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this agreement because of membership in, or legitimate activity on behalf of the Union, nor will the Employer encourage membership in another Union. The Union shall not discriminate against an employee for declining membership in the Union or for declining to participate in activity on behalf of or in support of the Union.

2.4 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, political affiliation or any other prohibited basis for discrimination under law. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement. All references in this agreement to an "employee" or "employees" as well as the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male an female employees.

ARTICLE 3

DUES CHECK-OFF

3.1 Upon receipt by the Town of a signed, voluntary authorization form by an employee, the Employer agrees to the Union Check-off System whereby Union dues or agency fees will be withheld from the employee's check at regular intervals of no greater length than thirty-one (31) days made to the order of Rhode Island Council 94, 1179 Charles Street, North Providence, Rhode Island 02904, and accompanied by a list of employees paid.

3.2 The Union shall indemnify, save and hold harmless the Town and any of its agents, employees, or representatives performing required duties of the Town against any and all claims, suits, orders, judgments or other form of liability, of any nature, brought or

issued against the Town as a result of the Town's compliance with the dues or agency fees deduction provisions of this article, including without limitation, all costs, expenses and counsel fees which may be incurred or imposed upon the Town.

3.3 Upon receipt of a voluntary written authorization from any employee covered by this agreement on forms provided by the Union, the Town shall deduct from the pay of such employees the PEOPLE contributions authorized by the employee and forward said deduction to Council 94 A.F.S.C.M.E. Deductions shall not be coupled with Union dues and shall be forwarded separately.

ARTICLE 4

HOURS OF WORK

4.1 Eight (8) consecutive hours shall constitute a normal work day. At all times the hours shall be 7:00 a.m. to 3:30 p.m. Five (5) days shall constitute a normal work week, Monday through Friday inclusive. The Town retains the right to establish or change shifts. At the discretion of the Director of the Department of Public Works, and upon approval of the Mayor, the Town may implement different shifts to accommodate the demands of the department, to enhance the efficiency of the department or to maximize the delivery of services to the public. The Town shall meet and confer with the Union prior to implementing changes in shifts. In the event such a change in shifts is implemented, employees shall be paid an hourly shift differential of $2.00.

ARTICLE 5

OVERTIME

5.1 Time and one-half shall be paid in each or any of the following instances:

All time worked in excess of eight (8) hours in any one (1) day.

All time worked in excess of forty (40) hours in any one (1) week.

All-time worked on Saturday as such.

5.2 Time and one-half shall be paid for all work performed on paid holidays in addition to holiday pay.

5.3 Double time shall be paid for all work performed on Sunday.

5.4 The Town will make every reasonable effort to distribute overtime equally among all employees. The Town will use the master seniority list established by date of hire to distribute overtime equally on a rotating basis among all employees. There shall be an additional seniority list for the purpose of sewer back-ups.

5.5 The Town agrees to make available to the Union a record of overtime work.

5.6 Overtime work may be withheld from employees who have not worked the entire eight (8) hour shift unless the absence was excused by the Department Head.

5.7 Overtime work on Saturday may be withheld from employees who have not worked the five (5) full days unless the absence was for a legitimate reason or the employee was excused by the Department Head.

ARTICLE 6

OUT OF GRADE PAYMENT

6.1 If any employee is requested to work in a higher classification for one (1) day, said employee shall receive pay in the higher classification.

ARTICLE 7

CALL IN PAY

7.1 In the event an employee reports for work on his regular shift without having been previously notified not to report, he shall be given at least four (4) hours work or if no work is available, he shall be given four (4) hours pay at his rate. This section shall not apply when operations are suspended due to causes beyond the control of the Town.

7.2 Any employee called in and reporting for work after the termination of his regular shift shall receive time and one-half for all hours worked, but shall receive not less than three (3) hours pay at time and one-half.

ARTICLE 8

HOLIDAYS

8.1

Thanksgiving	Fourth of July
Day after Thanksgiving	**Victory Day
½ day before Christmas	Labor Day
Christmas Day	Columbus Day
Day after Christmas	Veterans Day
½ day before New Years Day	½ day Good Friday
New Year's Day	1 Floating Holiday
*Presidents' Day	Memorial Day
Martin Luther King Day	

*A skeleton crew will be needed on Presidents' Day. Those working shall receive compensatory time off at the rate of time and one-half.

**In the event that Victory Day is eliminated, a personal day will be added.

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

8.3 Employees absent due to any of the following reasons shall be eligible for holiday pay:

a. Jury Duty
b. Military Leave
c. Bereavement Leave
d. Approved Sick Leave

8.4 To be eligible for holiday pay, an employee must work the scheduled work day immediately preceding the holiday and the scheduled work day immediately following the holiday, unless the employee's absence is excused by the employee's Department Head.

ARTICLE 9

BULLETIN BOARDS

9.1 The Town shall permit the Union to post notices on Bulletin Boards.

ARTICLE 10

POSTING OF VACANCIES & NEW POSITIONS

10.1 The Town agrees to post all vacancies which it determines to fill and new positions on all department bulletin boards within seven (7) days of their occurrence. Temporary vacancies that become permanent will be posted and will be filled within sixty (60) days. All other positions are to be filled within thirty (30) days. Vacancies and new positions which do not require postings are:

a. Positions not included within the bargaining unit.

b. Positions which will remain vacant.

10.2 When a position covered by this agreement becomes vacant and the Town intends to fill the position, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) working days. Employees interested shall apply in writing within the seven (7) work day period. Within five (5) days of expiration of the posting period, the Town will award the position to the most senior qualified applicant. The successful applicant shall be given ten (10) working days as a trial period in the new position at the applicable rate of pay. If within the trial period it is determined by the Town that the employee is not qualified to perform the work, he shall be returned to his prior position and rate of pay.

10.3 If no applicant is qualified, the Town may fill the position from outside the bargaining unit.

ARTICLE 11

DISCIPLINARY ACTION

11.1 No employee who has completed his probationary period shall be discharged without just cause. Disciplinary action may be imposed upon an employee for just cause. If a supervisor intends to impose discipline on an employee, it shall be done in private and the employee may request the presence of the Union President. Disciplinary action shall include the following and may be imposed in circumstances where appropriate: Oral reprimand, written reprimand, suspension, demotion or discharge.

11.2 The Union acknowledges that the Town has the duty of maintaining good discipline since it is responsible for the efficient operation of the Town.

11.3 It is agreed that the Town may dismiss or suspend any employee only for just cause subject to the terms of this agreement.

11.4 An employee, on the anniversary date of any disciplinary action may request a hearing before the Director of Public Works and the Town Personnel Director to remove said disciplinary action from the employees personnel file. The decision shall be based on the sole discretion of the Director of Public Works and the Town Personnel Director and shall not be subject to the grievance procedure.

11.5 Should there be any dispute between the Town and the Union concerning the existence of just cause, such dispute shall be adjusted through the grievance procedure in accordance with the terms of this agreement.

ARTICLE 12

LEAVE OF ABSENCE

12.1 Upon application in writing to the Town, an employee shall be granted a leave of absence without pay for a period up to ninety (90) days for reasons of personal illness or illness in the immediate family if there is mutual consent for such leave of absence by the Town and

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Union; provided however, that consent shall not be unreasonably withheld by the Town and Union when a medical certification is submitted which substantiates the need for the leave of absence.

12.2 To the extent it may be applicable, the Town agrees to comply with federal and state parental and family medical leave statutes including the *Family and Medical Leave Act* ("FMLA") *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* ("RIPFMLA"), R.I.G.L. 28-48-1, *et seq*. Each employee in the bargaining unit agrees to comply with all requirements of these statutes, including but not limited to, employee advance notice of leave, medical certifications and fit-for-duty certifications. Each employee understands that the Town may provide the employee with notice that any such leave taken will be counted against his annual sick leave entitlement. Additionally, an eligible employee is permitted to choose to substitute any form of accrued paid leave under this Agreement (e.g. sick leave, personal leave or vacation leave) for unpaid FMLA or RIPFMLA leave. If an employee does not choose to substitute accrued paid leave for FMLA or RIPFMLA leave, the Town may require that substitution by providing timely notice to the employee.

12.3 Leave of absence for reasons other than those above shall be granted at the discretion of the Town. The Union and Town shall document in writing the amount of time which the Town has granted as a leave before the commencement of the leave.

12.4 Leaves of absence requested under this section shall not be unreasonably withheld.

12.5 At the termination of the leave of absence, the employee will, upon application, be returned to his former position if he is able to perform the work. In the event the former position has since been abolished, the employee will be returned to an equivalent position if one is available. In each case, the employee will receive the then prevailing rate of pay for the position to which he has been assigned. The provisions of this paragraph are subject to the seniority provisions of this agreement.

12.6 Seniority shall be retained and shall accumulate during all leaves of absence.

12.7 Written application must be submitted to the Town thirty (30) days prior to the commencing date, except in cases of illness.

12.8 All employees shall have recall rights for up to eighteen (18) months.

ARTICLE 13

VACATIONS

13.1 All employees covered under this agreement shall receive a vacation with pay, paid in advance, according to the following schedule:

YEARS OF SERVICE	VACATIONS
a. At least 6 mos. but not more than one (1) year	1 week
b. At least one (1) year but not more than five (5) years	2 weeks
c. At least five (5) years but not more than ten (10) years	3 weeks
d. Ten (10) years or more	4 weeks, 2 days

Annual vacation requests, when approved by most seniority, must be submitted by all employees no later than March 15th each year. After this date, any vacation will be honored by first requests, regardless of seniority.

13.2 Vacation time may be granted during all months of the working year. All vacation requests must be submitted to the Director, and approved by the Town. Provided, however, the Town reserves the right to deny vacation requests based on workload, or number of requests.

13.3 Employees completing the years of service shall be granted vacation accordingly. New employees, upon completion of a six-month period, shall be entitled to accrued vacation.

13.4 Department Heads shall be responsible for the approval of vacation periods for employees under their jurisdiction in accordance with seniority. If for any reason annual vacation days, holiday time, or personal days have not been discharged by the employee, such earned and unused time shall be carried forward automatically for use to any succeeding year.

13.5 Employees covered by this agreement shall not be called back to work while on vacation, during their vacation period, except for emergency work and if called back, shall receive the regular vacation pay plus time and one-half for hours worked.

13.6 All employees covered by this agreement shall receive two (2) personal days per year, with pay, to take care of personal business. Requests must be made five (5) days in advance to the Director and approval shall not be unreasonably withheld.

ARTICLE 14

SICK LEAVE

14.1 All employees on the payroll as of the signing of this agreement shall be granted whatever days accrued sick leave they have as of the date of the signing of this agreement. Thereafter, paid sick leave shall accrue at the rate of one and one-quarter (1¼) full days per month up to a maximum of one hundred eighty (180) days.

14.2 Paid sick leave shall be granted for sickness or injury and for absence due to quarantine in the family.

14.3 The Town may require a doctor's certificate prior to the payment of sick leave after three (3) days, or if sick leave is being discharged in a pattern indicative of suspected abuse, provided advance notice is given to the Union to require a certificate for a suspected abuser of sick leave.

14.4 Upon termination by retirement or death, if such employee shall not have used actual sick leave time equal to his sick leave credits, such employee or his estate shall on

such termination be entitled to receive full pay for each sick leave day to his credit as of the date of his termination.

14.5 Upon voluntary termination, after five (5) years of service, any employee covered by this agreement shall receive all accumulated sick leave up to a maximum of thirty-five (35) days.

ARTICLE 15

BEREAVEMENT

15.1 In case of death of a mother, father, wife, husband, child, brother, sister, grandchild, mother-in-law, father-in-law, or grandparent, or in cases of other members of the employee's or spouse's immediate family, such employee shall be entitled to a leave of absence with pay from the time of notification of death to and including the day following the burial of the deceased, except in cases where unusual travel distances exist, when such period may be extended up to three (3) days.

15.2 In the event there is a death in the employee's immediate family, but not in his immediate household, the employee shall be granted leave for the day of the funeral services without loss of pay. In case of the death of an uncle, aunt, cousin, niece, nephew, brother-in-law or sister-in-law, including the same for the spouse's side of the family, bereavement leave with pay shall be granted for the day of the funeral.

ARTICLE 16

MILITARY SERVICE-JURY DUTY QUARANTINE

16.1 The Town will comply with the provisions of the Veterans Re-employment Rights Act (VRR) 38 USC, Sections 2021-2026 and the Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994, 38 USC, Sections 4301-4333, as amended and re-codified as well as all other state and federal laws governing members of the armed services and veterans.

16.2 The Town agrees that when an employee is absent due to annual reserve military training of two (2) weeks, he shall receive the difference between his straight time hourly pay and that which he receives for his military service.

16.3 An employee who has completed his probationary period, who is required by law to be absent from work for jury duty will be paid the difference between what the employee receives from the court and straight time, earning what he would have received had he worked. In order to qualify for such pay, the employee called for jury duty will be expected to report to work if the employee is excused prior to 11:00 A.M. To be eligible for payment, the employee must notify his immediate supervisor within twenty-four (24) hours after receipt of notice of selection for jury duty and must furnish a written statement showing the date and time served and the amount of pay received.

ARTICLE 17

UNION REPRESENTATIVE-OFFICIAL TIME OFF

17.1 The Town agrees that during regular working hours, on the Town's premises, Local Union Representatives shall be allowed time off with pay with prior approval from the DPW Director to:

a. Post Union notices,

b. Investigate and process grievances, and

c. To meet and/or confer with Council, Local and Town representatives.

17.2 All duly accredited Union business agents, upon advance notice to the DPW Director shall have access to the Town's premises during normal business hours for the purpose of investigating and processing grievances, conferring with Local representatives and/or the Town's representatives, provided that such visits do not hinder or disrupt efficient operations of the Department.

17.3 One (1) delegate per one hundred Union members or fraction thereof shall be granted time off without pay during working hours to attend AFSCME International, Regional, or State Conventions and/or AFL-CIO Regional or State Conventions with the knowledge of the Town. The Town must be given twenty (20) days notice.

17.4 Two (2) Executive Board Members may attend the funeral of a Local Union member with pay.

ARTICLE 18

COMPENSATION FOR TOOLS AND CLOTHING

18.1 The Town shall furnish all tools necessary for the performance of the employee's assigned duties. Employees shall not destroy, abuse or otherwise disrespect various equipment, tools, etc. owned by the Town.

18.2 The Town shall furnish all necessary foul weather clothing when necessary for the performance of the employee's assigned duties. Gloves will be supplied to all workers. Boots will be supplied to the Asphalt Crew. Employees shall be provided with appropriate personal protective equipment for hazardous work.

18.3 The Town agrees to replace broken tools.

ARTICLE 19

SAFETY AND HEALTH

19.1 The Town and the Union shall cooperate in the enforcement of safety rules and regulations.

19.2 Should an employee complain that his work requires him to be in an unsafe or unhealthy situation in violation of acceptable safety rules, the matter shall be considered immediately by a representative of the Union and said employee's

Department Head.

19.3 If the matter is not adjusted satisfactorily, a grievance may be processed according to the grievance procedure.

ARTICLE 20

EMERGENCY

20.1 In the event of an emergency pertaining to Department of Public Works duties as determined by the Town, all employees are subject to assignment to additional duty by the Director. However, employees shall be given first choice to work in their proper work classification according to seniority, whenever possible.

20.2 In any twenty-four (24) hour period an employee who has worked sixteen (16) hours or more shall be entitled to eight (8) hours rest before re-assignment to Department of Public Works duties.

ARTICLE 21

SENIORITY

21.1 Seniority shall be the relative status of employees with respect to length of service with the Town's Department of Public Works.

21.2 New employees shall be considered probationary employees for a period of four (4) months from date of hire. Upon completion of this four (4) month period, the employee shall be placed on the seniority roster and the effective date of his seniority shall be the date of hire.

21.3 Seniority lists showing the seniority status of employees shall be-compiled and thereafter corrected every six (6) months. Two (2) copies of each list shall be given to the Union.

21.4 Employees transferred or promoted to positions outside the bargaining unit shall be deemed to have quit for the purpose of this agreement and may re-enter the bargaining unit as a new employee.

21.5 The Local Union President and the Chief Steward shall, during their terms of office, have top seniority for layoff and recall purposes only.

21.6 An employee shall forfeit all seniority rights accrued to him in the event that:

a. He is discharged for just cause,

b. He terminates his employment voluntarily.

c. Upon failure to return to work upon the expiration of a leave of absence.

d. Upon failure to return to work when recalled under the provisions of this article.

e. When he engages in other work while on a leave of absence without the consent of the Town.

f. Upon failure to pay timely, the required Union Dues or Fees and/or to remain a Union member or fee payer in good standing under this contract and/or other appropriate agreements, constitution(s) or State Labor Relations and/or organizing laws (Ref. Letter of Understanding). Specifics of "f" application are governed exclusively by 7/4/92 1991-1993 contract 2 page letter of final additions, corrections and amendments.

21.7 Whenever a layoff becomes necessary, employees will be laid off on the basis of their seniority and those with the least seniority shall be laid off first. An employee shall be entitled to one (1) weeks' notice before layoff. Whenever it becomes necessary to recall employees with recall rights who were laid off, they shall be recalled by classification or position in the inverse order of their layoff. Laid off employees shall retain recall rights for two (2) years from date of layoff.

21.8 Employees whose jobs are abolished or eliminated shall be permitted to, exercise their seniority rights in accordance with the layoff provisions.

21.9 Employees subject to recall shall be notified by the Town by registered mail, return receipt requested. A copy of such recall letter shall be given to the Local Union President. The employee shall have seven (7) calendar days subsequent to the date of signature of the return receipt in which to notify the Town that he will return to work. Such registered letter shall be mailed to the employee's last known mailing address.

21.10 The Town agrees with the concept of seniority and further agrees that the principle shall be applied with respect to:

a. Preferred vacancies excepting positions that require minimum qualifications as determined solely by the discretion of the Town,

b. Vacation schedules.

21.11 Disputes over the application of seniority shall be subject to the grievance and arbitration procedures of this agreement.

ARTICLE 22

PLANNED OVERTIME

22.1 The Town agrees that all regular and foreseeable overtime shall be posted and, employees shall be notified forty-eight (48) hours in advance.

ARTICLE 23

NEW EMPLOYEES

23.1 All new employees hired by the Department of Public Works shall be deemed for the first four (4) months of their employment, to be probationary employees. All probationary employees may be dismissed during the probationary period without resort to the grievance and arbitration procedures of this agreement.

ARTICLE 24

SUMMER HELP

24.1 The Town may continue its practice of hiring high school and college students to work during their school vacation, provided that said students working will not cause any layoff, suspension or termination of any employee covered under this agreement.

ARTICLE 25

STRIKES AND LOCKOUTS

25.1 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 Town will not cause a lockout of any employee.

ARTICLE 26

SAVINGS CLAUSE

26.1 If any portion of this agreement shall be found to be inconsistent with the laws, such portion shall be ineffective and the remainder of the agreement shall remain in full force and effect. In addition, the Union may exercise the option of negotiating a replacement clause within ninety (90) days of the Union's knowledge of said loss.

ARTICLE 27

REST PERIODS

27.1 There shall be two 15-minute breaks a day, one in the morning and one in the afternoon.

27.2 There shall be a one-half hour lunch hour - 12:00 - 12:30 p.m. without pay.

27.3 Ninety-degree temperature work rule; Employees covered by this agreement shall be allowed an extra 15 minutes rest period on days in which the temperature outdoors reaches 90 degrees Fahrenheit. Further, employees covered by this agreement shall have the right to leave work provided they use their own time and at the discretion of the Director of Public Works or his/her designee. The thermometer used for this article will be placed at the Town Garage.

ARTICLE 28

GRIEVANCE AND ARBITRATION

28.1 DEFINITION: EXEMPTION; EXCLUSIVITY.

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.

28.2 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 DPW 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.

28.3 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.

28.4 WAIVER

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.

28.5 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.

28.6 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.

28.7 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.

28.9 FEES AND EXPENSES OF ARBITRATION

The fees and expenses for arbitration shall be shared equally by the Union and the Town.

ARTICLE 29

HEALTH, DENTAL AND WORKERS' COMPENSATION INSURANCE

29.1 A. Consistent with R.I.G.L. §28-7-49, the Town shall provide all members of the bargaining unit with the following health insurance coverage.

Preferred Provider Organization (PPO). The Town shall provide and pay a portion of the cost of a PPO plan, either individual or family, which shall be the standard health insurance plan offered to members of the bargaining unit. The PPO plan shall contain in and out of network benefits. Unless contrary to R.I.G.L. § 28-7-49, the PPO plan's network shall not contain less than 90% participation by Rhode Island physicians and include benefit, service and network levels no lower than those in effect at the time of execution of this Agreement. A summary of benefits for said PPO plan shall be appended hereto and incorporated herein. Additionally a summary description of said PPO plan shall be available through the Town's Director of Administration. Employees shall contribute $20 bi-weekly on a pre-tax basis by payroll deduction toward the Town's working rates for said PPO for a family plan and $10 bi-weekly for an individual plan. Effective March 1, 2009 each employee shall contribute $30 bi-weekly on a pre-tax basis by payroll deduction toward the Town's working rates for said PPO for a family plan and $15 bi-weekly for an individual plan.

There shall be $100 employee point-of-service co-payments for emergency room visits without admittance to the hospital. In-patient and out-patient deductibles shall be $25 per visit with an annual cap of $100 per individual and $300 per family. Effective July 1, 2010, there shall be a $15 point-of-service co-payment for primary care physician visits.

29.2 In addition, the Town shall provide for all employees with eighteen (18) years of service, upon mandatory retirement, individual or family health insurance, whichever is applicable, as provided in the contract for a period not to exceed thirty-six (36) months from the date of said retirement. Said coverage will only be provided if the retiree is ineligible for either federal or state Medicare programs.

29.3 The Town agrees to provide workers' compensation benefits to employees covered under this agreement in accordance with standards prescribed by applicable State of Rhode Island statutes.

29.4 Consistent with R.I.G.L. §28-7-49, the Town agrees to assume the full cost of providing each employee with a dental plan with substantially equivalent benefits and network to those existing on the date of execution of this Agreement. A summary of benefits for said dental plan shall be appended hereto and incorporated herein. Additionally, a summary description of said dental plan shall be available through the Town's Director of Administration. All employees covered by this agreement shall receive vision care pursuant to the provisions of the PPO Plan referred to in Section 29.1 or upon election of another plan, shall receive vision care pursuant to the selected plan's provisions.

29.5 The employee shall have the option to accept the health insurance herein, or in lieu thereof, the sum of $1000.00, payment of which shall not be included in a regular payroll but shall be made separate and apart. Employees shall have the option to receive in lieu of the dental coverage herein, the sum of $275.00.

ARTICLE 30

MANAGEMENT RIGHTS

30.1 The town shall the right to discharge any new employees during said employee's probationary period of four (4) months.

30.2 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. § 28-9.4, or obligations imposed upon the Town by relevant statute.

30.3 The Town shall establish safety rules.

30.4 The Town may introduce new jobs and the rates to be paid shall be a negotiable item.

ARTICLE 31

WAGES AND LONGEVITY

TITLE	7/1/07 to 6/30/09
Working Foreman – Senior	$19.88
Working Foreman -Junior	$15.60
Mechanic	$16.81
Mechanic's Assistant	$16.34
Clerk	$13.94
Equipment Operator/Truck Driver	$15.79
Truck Driver/Laborer	$14.61
Laborer	$13.94
Tree Trimmer	$14.56
Bus Driver/Truck Driver	$14.57
Tractor Driver	$14.57
Vac All Operator	$15.79
Water Jet Operator	$15.79

* All wages reflect rate per hour

31.2 All employees covered by this agreement shall receive longevity payments according to the following schedule:

	LONGEVITY	EFFECTIVE 7/1/06
3 years service	5%	6%
8 years service	8%	9%
15 years service	10%	11%

ARTICLE 32

LABOR POSITIONS

32.1

Working Foreman, Senior	Truck Driver/Laborer
Working Foreman, Junior	Laborer
Bus Driver/Truck Driver	Tractor Driver
Mechanic	Tree Trimmer
Mechanic's Assistant	Vac All Operator
Clerk Water	Jet Operator
Equipment Operator/Truck Driver	

32.2 The Town agrees to forward to the Union the chain of command.

32.3 The Town agrees to furnish a seniority list to the Union upon request.

32.4 No one outside the bargaining unit shall perform work normally performed by employees within the bargaining unit, except as provided herein.

32.5 The Town shall supply each employee, on a monthly basis, an accrued hours report stating the number of hours each employee has accumulated to his credit for sick leave, annual leave or personal leave.

32.6 The Town shall provide clean and sanitary work areas and shall maintain such areas in a clean and orderly manner.

32.7 Each employee shall have access to his or her own personnel file.

ARTICLE 33

LIFE INSURANCE

33.1 Employees covered by this agreement shall be provided with a $30,000.00 term life insurance policy.

ARTICLE 34

DURATION

34.1 This Agreement shall become effective on the 1st day of July, 2007 and shall remain in effect through the 30th day of June, 2009 and shall be renewed automatically from year to year thereafter unless either party gives written notice of the desire to modify or terminate to the other at least one hundred twenty (120) days prior to June 30, 2009 or any anniversary date thereafter.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective duly authorized signatures this 22 day of MAY, 2009.

For R.I. Council 94 A.F.S.C.M.E. AFL-CIO
Local 1491A

John J. Tassoni, Jr.

John DeAngelis, President

For the Town of North Providence

Charles Lombardi, Mayor

RECEIVED FOR RECORD
NORTH PROVIDENCE, RI

May 22,2009 12:03:44P

MaryAnn DeAngelus

Town Clerk