



AGREEMENT

between

CITY OF

PROVIDENCE, RHODE ISLAND

and

RHODE ISLAND LABORERS' DISTRICT COUNCIL

on behalf of

PUBLIC SERVICE EMPLOYEES'

LOCAL UNION 1033

of the

LABORERS' INTERNATIONAL UNION

OF NORTH AMERICA, AFL-CIO

Effective: July 1, 2004 to June 30, 2007

TABLE OF CONTENTS

ARTICLE		PAGE
	AGREEMENT	1
	PREAMBLE	1
I	UNION RECOGNITION	2
II	UNION SECURITY AND DUES DEDUCTION	3
III	NON DISCRIMINATION	6
IV	HOURS OF WORK AND OVERTIME	7
V	MANAGEMENT RIGHTS	12
VI	SALARIES AND HOURLY RATE SCHEDULE	13
VII	LONGEVITY	14
VIII	SHIFT DIFFERENTIALS	15
IX	SENIORITY AND PROMOTION	15
X	FILLING OF VACANCIES	19
XI	HOLIDAYS	21
XII	VACATION LEAVE	22
XIII	SICK LEAVE/PERSONAL DAYS	23
XIV	LEAVE OF ABSENCE	25
XV	BEREAVEMENT LEAVE	25
XVI	JURY LEAVE	26
XVII	SPECIAL TIME OFF	26
XVIII	HEALTH AND WELFARE	28
XIX	DENTAL BENEFITS	36
XX	UNION BENEFIT TRUST FUNDS	37
XXI	GRIEVANCE AND ARBITRATION PROCEDURE	40
XXII	NO STRIKE/NO LOCKOUT	42
XXIII	PROTECTIVE CLOTHING, BULLETIN BOARDS, SAFETY, AUTOMOBILE ALLOWANCE AND COMPENSATION	42
XXIV	APPRENTICESHIP PROGRAM	44
XXV	CHANGES OR AMENDMENTS	44
XXVI	SEVERABILITY	45
XXVII	DURATION OF AGREEMENT	45
APPENDIX A	EMERGENCY SICK LEAVE BANK	
EXHIBIT A	PAC PARTICIPATION FORM	

AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 2004, by and between the CITY OF PROVIDENCE, RHODE ISLAND, (hereinafter referred to as the "Employer"), and the RHODE ISLAND LABORERS' DISTRICT COUNCIL acting for and on behalf of PUBLIC SERVICE EMPLOYEES' LOCAL UNION 1033, PROVIDENCE, RHODE ISLAND, of the Laborers' International Union of North America, AFL-CIO, (hereinafter referred to as the "Union").

PREAMBLE

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

The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for respective rights and responsibilities of both the Employer and the Union. To further this goal, the parties shall jointly sponsor quarterly meetings of their respective Representatives.

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

ARTICLE I

UNION RECOGNITION

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of, and this Agreement shall apply to, all employees of the Employer who are included within the current definition of "municipal employee" set forth in RIGL 28-9.4-2, excluding elected officials, administrative employees, board and commission members, certified teachers, policemen, firefighters, supervisors (as defined pursuant to RIGL 28-9.4-2), confidential secretaries (as defined by the parties), attorneys, members of the Mayor's staff, temporary employees, and seasonal employees.

Section 2(a)(1). The term "temporary employee" shall mean an individual employed for a limited period, or an individual employed as a replacement for an employee or employees on authorized leave for the duration of said leave, provided that a "temporary employee" may not be employed to replace an employee on Workers' Compensation for a period beyond one (1) year. Temporary employees shall be paid at least the lowest contract rate of pay established by this Agreement, but shall be entitled to no other benefits under this Agreement, except those specifically stated herein. Unless otherwise agreed to and consistent with the language of this Agreement, temporary employees shall be utilized only in entry level positions.

Section 2 (a) (2). TEMPORARY EMPLOYEES - The parties agree that temporary employees are not entitled to any rights under the Collective Bargaining Agreement until they are hired as permanent employees. Unless the parties agree otherwise in regards to a specific position and subsequent to posting pursuant to Article X, any position that represents the lowest grade level in a department that the Employer determines to fill shall be offered to temporary employees in the order of their seniority as temporary employees, in their respective seniority

group (Blue Collar or White Collar). Upon hire as permanent employees the probationary period prescribed by the Collective Bargaining Agreement shall begin. Upon completion of the probationary period, permanent employee seniority shall apply retroactively to the employee's date of hire as a permanent employee. The Employer also agrees that the number of temporary employees shall not exceed sixty (60) temporary employees unless otherwise agreed to by the parties.

Section 2(a) (3). Apprentice employees are municipal employees and shall receive all the benefits set forth herein including a minimum probationary period of six (6) months. Apprentice employees shall enjoy the wage rate and other such conditions as established by the Apprentice Council which shall include continued employment and progression based on successful completion of said probationary period. Apprentice employees may exceed six (6) months probation as determined by continued progressive criteria established by the Apprentice Council.

Section 2(b). Seasonal employees are employees employed during the months of June through September who are assigned to perform only recreational duties and do not perform bargaining unit work of any nature whatsoever.

In no event shall the use of any seasonal employee displace or otherwise affect a member of the bargaining unit.

ARTICLE II

UNION SECURITY AND DUES DEDUCTION

Section 1. All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing by the payment of their regular monthly dues as a condition of continued employment. All present employees who are not members of the Union, all employees who are hired hereafter in the classifications covered by this

Agreement, and all Temporary Employees shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the 31st day following the execution of this Agreement or the date of their employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement.

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

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

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

Section 5. The Employer agrees to deduct membership dues in an amount designated in writing by the Union's Secretary-Treasurer from the weekly pay of each employee who authorizes such deduction in writing as provided in this section. Deductions shall be made weekly from the net pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so in writing with the "Dues Deduction Authorization" form, to be furnished to the Employer as set forth below:

PUBLIC SERVICE EMPLOYEES' LOCAL UNION 1033
Providence, Rhode Island
Dues Deduction Authorization

I authorize you to deduct from my weekly pay the sum of -----per
week for Union dues payable to the Secretary-Treasurer of Local Union 1033.

Date Employee's Signature

Employee's S.S. Number Employee's ID No.

Address

Such authorization form, deduction, practices and procedures enumerated in this Article shall be in compliance with the requirements of all State laws and regulations regarding same.

The Employer will remit the deduction withheld weekly to the Secretary-Treasurer of Local Union 1033, 410 South Main Street, Providence, Rhode Island 02903 on Payroll Optional reports listing the employee's name, identification number, department number, and amount of dues deducted.

In addition, the Employer shall deduct the sum of two cents (\$.02) per hour for each hour worked or paid for from the pay of those employees who so authorize on a voluntary basis to the Rhode Island Laborers Public Employees' Political Action Committee (RILPEPAC), created by the Union in accordance with Title 25 Chapter 17, RIGL, as a voluntary contribution.

Such deduction, if authorized by the employee, shall be made from the employee's pay on each regularly scheduled pay day and shall be remitted to the RILPEPAC monthly and by the 15th day of each month based upon the previous month's payroll. Authorization is granted by the employee's execution of the form attached to this Agreement as Exhibit A.

The Union shall indemnify and hold harmless the Employer for any and all claims, liabilities and costs incurred by the Employer as a result of the Employer's compliance with the above provisions of this Article II.

Section 6. During the term of this Agreement, the Employer shall have the right to transfer and/or redeploy temporary employees, as defined in Article I, and bargaining unit employees who have less than five (5) years' seniority, to vacant positions on a temporary basis and such transfer and/or redeployment shall not be the subject of the grievance procedure. The parties agree that any transfer/redeployment shall only occur within the affected employee's class, i.e. white collar/blue collar, and will not reduce the salary and benefits afforded to the affected employee. Further, the parties agree that no transfer/redeployment to promotional positions, as defined in Article X, shall occur unless the promotional process of Article X is exhausted. Should a transfer/redeployment to a promotional position occur after the process is exhausted, then the affected employee shall receive the wage rate of the new position for the duration of the transfer/redeployment. Any transfer/redeployment under this provision shall be for a length of time determined by the Employer, but shall not exceed six (6) months. There shall be no pyramiding of transfers/redeployments to the same position. This provision shall not apply to the Communications Department.

ARTICLE III

NONDISCRIMINATION

There shall be no discrimination against any employee by reason of race, color, creed, sex, age, national origin, physical or mental disability, sexual orientation or Union membership.

The Employer and the Union affirm their joint opposition to any such discriminatory practices in connection with employment, promotion, or training, remembering that the public

interest remains in full utilization of an employee's skill and ability without regard to consideration of race, color, creed, sex, age physical or mental disability, sexual orientation or Union membership.

No employee covered by this Agreement shall be discharged, laid off, demoted, suspended, transferred, or affected in any way because of political beliefs or activities.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1. The regular workweek for all employees covered by this Agreement, who are employed in the classifications listed in Schedule "A" hereto, shall consist of five (5) consecutive eight (8) hour days: Monday, Tuesday, Wednesday, Thursday and Friday. The regular work shift for day workers shall commence at 8:00 A.M. and shall finish at 4:30 P.M. with one half (½) hour lunch period. Existing exceptions to the foregoing, and exceptions codified within Section 2 and Section 5 below may be continued during the term of this Agreement.

The regular workweek for Automobile Drivers shall consist of thirty-five (35) hours per week, consisting of five (5) consecutive seven (7) hour days: Monday, Tuesday, Wednesday, Thursday, and Friday.

The regular workweek for School Crossing Guards shall be twenty-two (22) hours per week.

Section 2. The regular workweek for all employees covered by this Agreement, who are employed in the classifications listed in Schedule "B" hereto, shall consist of five (5) consecutive seven (7) hour days: Monday, Tuesday, Wednesday, Thursday and Friday. The regular work shift for day workers shall commence at 8:30 A.M. and shall finish at 4:30 P.M. with a one (1)

hour lunch period. Existing exceptions to the foregoing, and exceptions codified within this section and Section 5 below may be continued during the term of this Agreement.

(A) Flex Hours. The parties agree that the Employer may seek qualified volunteers within a department needing flextime, on a rotating basis by seniority, as may be needed by a specific department, to work scheduled flextime. When this need arises, the Employer shall notify the Union no later than two weeks prior to the requested implementation of flex time. However, in the event of a situation determined by the Employer to be an emergency, the Employer may implement Flex hours under this section with less than two weeks notice. In such a case notice will be given to the Union as soon as practical. If the Employer is not able to secure enough volunteers during an emergency, the Employer will identify and select the most junior qualified employees within the department or Citywide to fill the necessary time slots. Implementation of this section shall be considered a normal work week and shall not be considered an alternate work schedule and the provisions of Article IV Section 5 shall not apply, and the work week shall fall within Monday through Friday.

Section 3. Effective October 23, 1999, the workweek for any employee hired and assigned or promoted from a department other than Communications to a position in the Providence Police Control Center shall be four (4) consecutive days on, followed by two (2) consecutive days off and then repeating.

Section 4. Overtime. Time and one-half shall be paid in each of the following instances:

(A) Hourly Basis of Pay. Any regular employee of the Employer, whose pay is established on an hourly basis shall be entitled to and shall be paid overtime pay at the rate of one hundred fifty percent (150%) of his hourly rate of pay for each full hour, or part of an hour, of employment in excess of the standard hours of

employment worked or credited in any one workweek. In the event an Employee is sick during the workweek, the sick day shall be considered as part of the workweek for the purpose of computing overtime.

(B) Daily Basis of Pay. Any regular employee whose pay is established on a daily basis in the City Compensation Plan shall be entitled to and shall be paid overtime at the rate of one hundred fifty percent (150%) of the rate of payment established in the City Compensation Plan for the particular position which he holds, for each full day or part of in excess of standard days of employment worked or credited in any one workweek.

(C) The Employer may require employees to work reasonable overtime in those areas such as the Department of Public Parks, Department of Public Safety, Department of Public Works, Water Supply Board, and other essential services.

(D) Overtime will be offered equally to employees by classification in each department, on the basis of seniority based on the work the employee customarily and ordinarily performed during that week. A list of eligible employees of each department shall be posted and maintained by the superintendent and the steward of each department. Should a dispute arise under the application of this clause, and upon request, the Employer shall furnish the Union a record of overtime.

(E) Bargaining Unit members, excluding employees assigned to the Providence Police Control Center and Fire Dispatchers, assigned to a less than forty-hour workweek, may elect to take compensatory time in lieu of cash for the hours worked or credited beyond thirty five and up to forty (40) in a given workweek provided that the department director or designee and the employee are in agreement as to the election of such time. If there is

no agreement as to the election of such time then hours worked or credited shall be compensated with overtime wages. The discharge of such compensatory time must be scheduled and approved in advance by the Employee's Department Director. The accumulation or use of such compensatory time, to a maximum of one hundred-five (105) straight time hours (i.e. 157.5 compensatory time hours), cannot be carried over from one contract year to another unless the employee is denied reasonable opportunities to discharge said time prior to the end of the contract year. Requests to discharge compensatory time during the time period of November 15 to January 5 must be submitted in writing by October 15.

(F) An Employee who discharges leave of any type that equals fifty percent (50%) of the employee's regular workweek as of the time that the overtime opportunity occurs, shall not be offered or be eligible for overtime during that workweek unless the entire list, including agreed to alternate lists, of eligible employees is exhausted. Said employee shall remain in the existing location on the overtime list and become eligible for the following workweek for any overtime unless the employee's absence disqualifies him/her under this section.

Section 5. It is recognized that in some circumstances employees may have an existing regular schedule that requires work during a period not included in the workweek as defined in Section 1 of this Article. Such employees shall not be paid one hundred fifty percent (150%) of his hourly rate of pay for work during such periods, but shall receive an additional One Dollar (\$1.00) per hour for all hours worked or credited. This section shall apply to Zoo Keepers at Roger Williams Park. Notwithstanding any provision to the contrary, the Employer shall have the option of maintaining an alternate workweek of Tuesday to Saturday for a maximum of

fourteen (14), unless otherwise agreed to by the parties, of which no greater than three (3) shall be from DPW, three (3) from Zoo, excluding the complement of employees currently assigned to an alternate workweek, three (3) from Grounds Maintenance, and two (2) from Traffic Engineering. The complement of WSB employees currently assigned to the alternate work week shall not count toward this maximum number of fourteen (14). Employees assigned to the alternate workweek shall receive regular wages plus One Dollar (\$1.00) per hour for all hours worked or credited. The Employer shall first post this opportunity and award said positions to the senior bidder in the classification assigned to the alternate workweek, then to the senior bidder in the department, then the senior bidder Citywide. If no bidders, then the Employer shall offer this opportunity to temporary employees as identified in Article I.

Section 6. Any employee covered by this Agreement, who is called into work outside of his regular hours, for a period of time that is not connected to his regular hours, shall be paid at the rate of one and one-half (1-1/2) times his regular rate of pay for all such hours worked, but in any event, shall be guaranteed four (4) hours' straight time pay. In the event that such hours worked are in excess of the applicable workweek, the employee shall not be paid overtime in addition to the premium pay or guarantee provided by this section. If otherwise eligible, employees may elect compensatory time per Section 4 (E) above

Section 7. Summer Hours. During the months of July and August, the regular workday shall end a half (1/2) hour earlier at no loss of pay for members of the bargaining unit in accordance with current practice. Additionally, when the downtown Providence temperature is 90 degrees or greater, all outside crews shall be dismissed without loss of pay and inside City Hall employees in non-air-conditioned offices shall be reduced to a skeleton force with at least two-thirds (2/3) of the force dismissed without loss of pay on a rotating basis. Department

Directors shall have the option to call the outside workforce in to either an air-conditioned working environment or a pre approved enclosed cooler working environment which is not air-conditioned prior to the downtown Providence temperature reaching 90 degrees and the 90-degree dismissal and overtime provision shall not apply to employees relocated to an air-conditioned working environment or another enclosed cooler working environment which is not air-conditioned prior to the temperature reaching 90 degrees.

Section 8. Subcontracting. The Employer shall have the right to enter into subcontracts for the performance of work, where the work is of a type which has never been performed by bargaining unit employees covered by this Agreement, or of a type that has previously been subcontracted, or where the subcontractor which is the lowest responsible bidder selected by the Employer subscribes and agrees to be bound by the same economic conditions and the Union security provisions in this Agreement.

Section 9. Coffee Breaks. Employees shall receive one fifteen (15) minute coffee break during the first four (4) hours of their daily assignment and one fifteen (15) minute coffee break during the balance of their daily assignment.

ARTICLE V

MANAGEMENT RIGHTS

Section 1. Except as abridged or restricted by any provision of this Agreement or by applicable law, the Employer shall have the exclusive right to supervise and control all of its departments and employees, to issue reasonable rules and regulations, and to exercise any and all rights and authority granted to the City as an Employer by statute, ordinance, and applicable regulations, and to comply with its responsibilities thereunder. The Employer agrees that no such rights or authority shall be exercised in violation of this Agreement. Further, the exercise of

rights normally entrusted to management shall be subject to any obligations the Employer may have under RIGL Section 28-9.4, or obligations imposed upon the Employer by relevant statute.

Section 2. With regard to any vacancies or unfilled positions, the filling of any/all such vacancies or unfilled positions shall be within the sole discretion of the Employer. Nothing contained in Article II, Section 6 shall negate, contradict, or modify in any way the Employer's rights pursuant to this provision.

Section 3. REORGANIZATION

Except as abridged or restricted by any provision of this Agreement and subject to the following provisions and any obligations imposed on the Employer by applicable law, the Employer may reorganize any one or more departments or areas as set forth below.

1. The Employer shall notify the Union at least fifteen (15) calendar days in advance of notification to bargaining unit members of its intentions to reorganize.
2. The Union and the Employer shall meet to review and discuss the plan for such reorganization.
3. That plan shall include a thirty (30) day notification to the affected employees.
4. (A) All affected employees shall be given the right to bid on new assignments by seniority and shall carry departmental seniority to the new department and/or position.

(B) Affected employees who have no available assignments within their classification will be offered vacant positions which have been posted and not filled in accordance with Article X. If the reassigned employee is assigned to duties below his class but within his seniority group, said assignment shall not be subject to the grievance and arbitration clause and shall be without the loss of pay.

ARTICLE VI

SALARIES AND HOURLY RATE SCHEDULE

Section 1. Effective July 1, 2004, the wage rate for all bargaining unit classifications shall be that in effect June 30, 2004.

A) Effective September 1, 2004, wage rates shall be increased an amount equal to an across-the-board wage increase for all bargaining unit employees of one and one-half percent (1.5%) over the August 31, 2004, rate.

B) Effective July 1, 2005, wage rates shall be increased an amount equal to an across-the-board wage increase for all bargaining unit employees of three percent (3%) over the June 30, 2005, rate.

C) Effective July 1, 2006, wage rates shall be increased an amount equal to an across-the-board wage increase for all bargaining unit employees of three percent (3%) over the June 30, 2006, rate.

D) In addition, all employees who possess a CDL and who are assigned to a classification with a wage rate less than the EQUIPMENT OPERATOR wage rate and who agree to work reasonable hours, including overtime, in Snow and Ice removal operations shall receive a stipend of fifty cents (\$.50) per hour for all hours worked or paid for in a classification with a wage rate less than the EQUIPMENT OPERATOR wage rate. This stipend is conditioned on maintaining a valid CDL.

ARTICLE VII

LONGEVITY PAY

Section 1. In addition to the salaries listed in this Agreement, there shall be paid a longevity supplement which shall be considered part of the employee's salary for other purposes in this Agreement, including pension purposes. This supplement shall be computed semiannually, on December 31 and June 30, of each year, on the basis of the employee's salary and years of service, as of said December 31 and as of said June 30. Longevity payments shall be payable within thirty (30) days thereafter, based upon fifty (50%) percent of the annual

formula for employees severing on or after December 31 and prior to June 30 and for current employees as of June 30 (100%) as described below:

FOR EMPLOYEES HIRED ON OR PRIOR TO OCTOBER 23, 1999

<u>Years of Service</u>	<u>Annual Percentage Amount</u>
5 yrs. but less than 10 yrs.	5%
10 yrs. but less than 15 yrs.	6%
15 yrs. but less than 20 yrs.	7%
20 yrs. or more	8%

FOR EMPLOYEES HIRED AFTER OCTOBER 23, 1999

<u>Year of Service</u>	<u>Annual Percentage Amount</u>
7 but less than 12 yrs.	4%
12 but less than 17 yrs.	5%
17 but less than 20 yrs.	6%
20 or more	7%

ARTICLE VIII

SHIFT DIFFERENTIALS

Section 1. Any bargaining unit member who is regularly assigned to commence work subsequent to 11:30 A.M. or prior to 7:00 A.M. shall receive seventy-five cents (\$.75) per hour in addition to his regular rate of pay as contained herein.

ARTICLE IX

SENIORITY AND PROMOTION

Section 1. Definition. Seniority shall be defined as the total length of service with the Employer. Seniority preference shall be defined as length of service within a Department and shall be applicable to filling vacancies and scheduling vacation leave.

Seniority shall be acquired by a full-time employee after the completion of a six (6) month probationary period, at which time seniority shall be retroactive to the first day of

employment. Probationary employees shall not be entitled to avail themselves or utilize the grievance and arbitration procedures, as set forth in Article XXI hereof, regarding disciplinary matters or termination with or without cause, but shall be entitled to any and all other rights, benefits and entitlements pursuant to the terms of this Agreement.

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

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

- a. When an employee has been discharged for just cause.
- b. When an employee voluntarily terminates his employment.
- c. When an employee exceeds an authorized leave of absence.
- d. When an employee fails to respond to a recall notice.
- e. When an employee engages in other work without authorization while on leave of absence.
- f. When an employee is laid off in excess of two (2) consecutive years.
- g. Absent extenuating circumstances, when an employee fails to report an absence from work of five (5) consecutive working days within that period.

Section 4. Seniority Groups. It is agreed that there shall be two seniority groups: one for employees in "Blue Collar" classifications and another for employees in "White Collar" classifications; and the application of seniority under this Agreement with respect to one group shall be separate and apart from the other group.

Section 5. It is understood that it is the employee's responsibility to advise the Personnel Department of his current address and telephone number.

Section 6. The Employer shall forward a seniority list to the Union, by Department, on an annual basis no later than December 31 of each year so that the Union may review said list and respond with acceptance or correction within 45 days. Disputes regarding seniority shall be processed through Expedited Arbitration.

Section 7. Redeployment/Reduction in the Workforce

Subject to the procedures and limitations contained herein, due to reasons of lack of work or lack of funding, the Employer may implement a redeployment of the workforce or a reduction in the workforce.

The Employer will initially address the issue of lack of work through redeployment of the workforce. The Employer will initially seek volunteers for reassignment to vacant and funded positions after affording the vacant and funded positions to all bargaining unit members in accordance with Article X. Said volunteers, by seniority, who possess the job description qualifications for the vacant and funded position shall then be reassigned and shall carry departmental seniority to the new department and/or position. Said volunteers shall receive the wages of the position. If sufficient volunteers are not obtained, the Employer shall reassign the most junior employee in the affected seniority group (Blue or White Collar), affected department and job classification. The reassigned employee shall receive the greater of the wages of the position or the wage rate of his classification prior to reassignment. If the reassigned employee is assigned to duties below his class but within his seniority group, said action shall not be subject to the grievance and arbitration clause. Positions to which junior employees are reassigned do not require re posting pursuant to Article X.

The Employer will initially address the issue of lack of funding through redeployment of the workforce. The Employer will initially seek volunteers for reassignment to vacant and

funded positions after affording the vacant and funded positions to all bargaining unit members in accordance with Article X. Said volunteers, by seniority, who possess the job description qualifications for the vacant and funded position shall then be reassigned and shall carry departmental seniority to the new department and/or position. Said volunteers shall receive the wages of the position. If sufficient volunteers are not obtained, the Employer shall reassign the most junior employee in the affected seniority group (Blue or White Collar) and affected department. The reassigned employee shall receive the greater of the wages of the position or the wage rate of his classification prior to reassignment. If the reassigned employee is assigned to duties below his class but within his seniority group, said action shall not be subject to the grievance and arbitration clause. Positions to which junior employees are reassigned do not require re posting pursuant to Article X.

Following the exhaustion of the Employer's best effort to address the issue of lack of work or lack of funding by reassignment, the Employer shall seek volunteers for layoff (employees who volunteer to be laid off will not be allowed to exercise bumping rights but will retain rights to recall). If a sufficient number of employees do not volunteer for layoff, the Employer may layoff employees by inverse total employment seniority, i.e. last employee hired shall be the first employee laid off, and based upon the then existing proportion of White Collar/Blue Collar employees, the number of which can not exceed ten (10%) percent of the bargaining unit workforce. All temporary employees within the affected seniority group and the affected department shall be laid off prior to affecting permanent bargaining unit employees. All affected employees shall receive a two-week notice prior to implementing a layoff or pay in lieu of notice. Additionally, all affected employees shall be placed on a reemployment list for a twenty-four (24) month period and recalled in the inverse order of layoff to any position that the

employee possesses the job description qualifications subsequent to the position being initially offered to all bargaining unit employees pursuant to Article X.

Union Stewards shall be considered senior in service for layoff purposes only.

The Recall process shall be as specified in the parties Recall Memorandum of Agreement.

ARTICLE X

FILLING OF VACANCIES

Section 1. This Article shall apply to the filling of all vacancies and positions within the bargaining unit above that of Laborer and Clerk I, which are vacant, and the Employer determines to fill.

Section 2. The Employer agrees to fill all vacancies from the best qualified applicants in the bargaining unit as defined in subsection D and in accordance with the provisions set forth below.

Section 3. The Employer agrees that the first consideration will be given to filling all vacancies from within the department where the vacancy exists. Vacancies in positions that are staffed on more than a single work shift within a department shall initially be offered to bargaining unit employees of the same classification, by seniority, as a lateral transfer.

(A) Notice of a vacancy in any position above that of Laborer and Clerk I shall be posted for a period of three (3) working days on appropriate Employer bulletin boards.

(B) Any employee who is interested in filling the vacancy shall apply in writing to the Department of Human Resources within seven (7) working days after said notice has been posted.

Probationary employees shall be eligible to bid for and fill vacancies; however, regardless of the position occupied, said employees shall serve a full six (6) month probationary period. Apprentice employees shall be required to successfully complete their apprenticeship prior to bidding on vacant positions.

(C) All Crossing posts shall be posted for a period of five (5) working days on bulletin boards conspicuous to all Providence Crossing Guards. The most senior Crossing Guard shall have the preference of being assigned to crossing posts of their choosing.

(D) Vacancies shall be filled on the basis of qualifications and ability, as determined by the Employer. Effective September 1, 2005, the vacancy shall be filled on the basis of qualifications and ability, as determined by the Employer based on the requirements listed in the parties' job descriptions. Where qualifications and ability are relatively equal, seniority shall be the determining factor. Should a question arise out of the decision made by the Employer on the question of qualifications and ability, this shall constitute a grievance and be subject to the grievance and arbitration procedure included in this Agreement.

The parties shall meet quarterly for the purpose of modifying all existing job descriptions so as to delineate actual duties and minimum qualifications.

The parties agree that if the revision of job descriptions is not completed by September 1, 2005, there will be a 90-day extension before said language takes effect.

Disputes arising out of the modification of the job descriptions shall be referred to Expedited Arbitration.

Section 4. The Employer agrees that when detailing employees to higher level duties on a temporary basis, the criteria provided in Section 3 (D) shall be utilized.

Section 5. The successful bidder shall be given a trial period of up to sixty (60) days; and if he is not deemed qualified for the position during that period, he shall be restored to his former job and position.

Section 6. Unless otherwise agreed to by the parties, any posted vacancy shall be filled no later than either forty-five (45) days from the date of posting, or upon the expiration of the retiring employee's vacation leave, whichever is greater.

ARTICLE XI

HOLIDAYS

Section 1. All employees covered by this Agreement shall be paid the regular rate of pay for each of the following designated holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Victory Day	Christmas Day
	Election Day (November of each even year)

(1) One Floating Holiday * (starting January 2005)

Easter Sunday- only for employees who actually work on said day.

*The procedure for requesting time-off shall be handled in the same manner as request for vacation leave. This floating holiday replaces Rhode Island Independence Day.

Section 2. In the event that any of the foregoing holidays fall on a Saturday, the previous day, Friday, shall be the day of celebration. If any of the foregoing holidays fall on a Sunday, the next day, Monday, shall be the day of celebration. Notwithstanding the foregoing, the Employer shall have the option of paying any or all employees an additional day's pay for any holiday occurring on Saturday or Sunday, in lieu of declaring Friday or Monday as the day of celebration.

Section 3. Employees shall be paid for each of the above-enumerated holidays when not worked, provided they meet all of the following eligibility requirements:

(1) The employee works during the payroll week during which the holiday occurs, except when the holiday occurs within his vacation period, or when the employee is absent for the entire payroll week but has worked within the preceding payroll week, or he is absent during the entire payroll week, in which the holiday occurs, because of jury duty, or received bereavement pay for one or more days during the week.

(2) When a holiday occurs during an eligible employee's scheduled vacation, he shall be paid for the unworked holiday in addition to his vacation pay at the same time or shall be granted an additional day off with pay.

Section 4. In addition, the Employer shall allow one-half (½) day off with pay the afternoon of the last regular working day prior to Christmas Day and New Year's Day (or the days of observance of Christmas Day and New Year's Day), when Christmas Day and New Year's Day fall or are celebrated on Tuesday through Saturday.

ARTICLE XII

VACATION LEAVE

Section 1. Any employee who has been in the employ of the Employer for more than six (6) months in the aggregate shall receive one (1) week's vacation leave with pay.

Section 2. Any employee hired prior to July 1, 1987, who has completed one year of employment, shall be granted three (3) weeks' annual vacation leave each calendar year with pay. Employees hired on or after July 1, 1987, who have completed one (1) year of employment, shall be entitled to two (2) weeks' annual vacation leave each calendar year with pay.

Section 3. Any employee hired on or after July 1, 1987, who has completed five (5) years of employment, shall be granted three (3) weeks' annual vacation leave each calendar year with pay.

Section 4. Any employee who has completed ten (10) years of employment shall be granted four (4) weeks' annual vacation leave each calendar year with pay.

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

Section 6. Employees may discharge vacation leave in amounts less than a full workweek, but not less than one half (1/2) of a full work day.

Section 7. Vacation credit in excess of six (6) weeks may not be carried over from one calendar year to the next. All vacation time in excess of six weeks (6) as of January 1 must be taken during the calendar year or shall be lost, except in the event that the Employer prevents the employee from taking said excess vacation time during the calendar year.

ARTICLE XIII

SICK LEAVE/PERSONAL DAYS

Section 1. All employees of the bargaining unit regularly employed continuously for at least one (1) month shall be entitled to sick leave with full pay. Sick leave shall be granted for the following reasons:

(A) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his position.

(B) Attendance upon members of the family within the household of the employee, whose illness requires the care of such employee, provided that not more than seven (7) working days with pay shall be granted to employees for this purpose in any one calendar year.

(C) Enforced quarantine when established and declared by the Department of Health, or their competent authority for the period of such quarantine only.

(D) Two (2) Personal Days per contract year, which shall be deducted from accrued sick leave.

Section 2. Sick leave with full pay for the employees of this bargaining unit shall be computed at the rate of one and one quarter (1-1/4) working days per month.

Such annual sick leave of fifteen (15) working days with pay, of which two (2) days shall be personal days as defined in (D) above, when not used, shall be cumulative, but the accumulated and unused portion of such sick leave shall not exceed one hundred thirty-five (135) days at one time; provided, however, any employee with at least five (5) years of continuous service, who contracts a serious illness, may be granted, with the approval of the Personnel Director, the Finance Director, and the Mayor, a further leave with pay, not to exceed ninety (90) days in addition to his accumulated sick leave, as of the date such illness occurs. Personal days which are not discharged shall accrue as sick leave and not personal leave.

Section 3. Sick leave shall not be discharged in periods of less than one-half (1/2) of a work day.

Section 4. The Department Head may require a physician's certificate or other satisfactory evidence in support of any request for sick leave, provided the employee affected has been told on the occasion of his last prior absence for sickness, that such evidence might be required for any future sick leave request in accordance with the Employer's Sick Leave Abuse Policy. However, such evidence shall be required for each sick leave with pay covering an absence of more than three (3) consecutive working days.

Section 5. Employees who retire and receive a retirement benefit under the City of Providence Retirement System shall, upon retirement, be entitled to a lump-sum payment equal to the sum of twenty-five percent (25%) of the value of the first fifty (50) days of unused sick leave accumulated from January 1, 1986, to the date of their retirement and fifty percent (50%) of the value of the days over fifty (50) of unused sick leave accumulated during said period.

ARTICLE XIV

LEAVE OF ABSENCE

Section 1. It is agreed that upon written application an employee with permanent status may be granted a leave without pay, not to exceed one year, for reason of personal illness, disability, or other purpose deemed proper and approved by the Personnel Director.

At the expiration of such leave, the employee shall be returned to the position from which he is on leave at the same step of the then current range for his class of position. Seniority shall be retained and shall accumulate during all leaves without pay.

ARTICLE XV

BEREAVEMENT LEAVE

Section 1. All employees of the bargaining unit shall be allowed leave without loss of pay, when death occurs in an employee's immediate family, [i.e. employee's legal spouse, employee's domestic partner of the same or opposite sex who has lived in the same household as the employee for at least six (6) months and when the employee and partner have made a commitment to continue to live as a family, mother, father, son, daughter, brother, sister, or other members of the immediate household] provided that in such cases the leave shall not exceed more than one (1) day beyond the date of burial; in the case of employees of the Jewish faith,

said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial.

Section 2. All employees covered by this Agreement shall be granted one (1) day leave with pay to attend funeral services for grandparents, mother-in-law, father-in-law, aunts or uncles.

Section 3. In the event there is a death in the employee's family, but not in the immediate household, as defined above, the employee shall be granted sufficient time to attend the funeral service without loss of pay.

ARTICLE XVI

JURY LEAVE

Section 1. An employee who is called for jury service in a court of law shall be excused from work for the days on which the employee serves and shall receive, for each such day of jury service on which the employee otherwise would have worked, the straight-time rate of pay for each hour of absence, less the amount received for jury duty. The employee will present proof of such service and the amount received therefor.

ARTICLE XVII

SPECIAL TIME OFF

Section 1. The Union Negotiating Committee shall consist of not less than three (3) employees nor more than five (5) employees designated by the Union who shall be afforded time off with pay required to negotiate agreements. Not more than five (5) employees who constitute part of the Negotiating Committee shall be excused from duty with pay for the purpose of participation and the negotiating of any agreement, providing reasonable notice is given to the appropriate Department Head.

Section 2. The Union has submitted to the Employer a list of designated Union stewards who shall be recognized as such by the Employer in the departments and divisions indicated in the submission. Hereafter, in no event shall the total number stewards exceed fifty (50), nor shall any one department or division have more than three (3) stewards. The Union shall furnish the Employer and appropriate Department Heads with a list of stewards, and shall, as soon as possible, notify said appropriate Employer officials in writing of any changes thereto. Only those who are officers and stewards shall be recognized by the Employer for the purpose of meetings.

The Union may also be represented by representatives of Local Union 1033, International Representatives, and representatives of the Rhode Island Laborers' District Council with Legal Counsel.

Section 3. There shall be no deduction of pay from a grievant and/or Union officer or steward for time spent directly involved in meetings with department heads during working hours.

Section 4. Designated stewards or Union representatives shall be allowed to visit all job areas, department offices and buildings during working hours, provided that prior permission of the Employer is obtained, which permission shall not be unreasonably withheld.

Section 5. Elected Union officials and members of the Union Executive Board [not to exceed a total of six (6) in number] shall be granted time off with pay to attend (A) all scheduled Local Union meetings, (B) all meetings of the Rhode Island Laborers' District Council, and (C) as delegates for International LIUNA, Regional and State AFL-CIO conventions.

ARTICLE XVIII

HEALTH AND WELFARE

Section 1(A). The Employer shall provide all permanent employees hired prior to October 1, 2004 and who are covered by this agreement and their eligible family members with health care coverage as follows:

LOCAL UNION 1033
HEALTH CARE PLAN

COVERAGE LEVELS:

In network - Full coverage from a broad network of hospitals, PCP'S, and specialists. Members will not be billed for charges beyond Blue Cross allowance. The network shall be equivalent to the Blue Cross Coast-to-Coast Network existing at the time of the execution of this Agreement.

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

PARTICIPATING PROVIDERS:

Includes the broad-based BC/BS RI and Coast-to-Coast network of hospitals and primary care physicians, plus specialized networks for eye care, lab & x-ray services, DME, chiropractic, home care, mental health/substance abuse.

PRE-AUTHORIZATION

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

DEDUCTIBLES:

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

ANNUAL MAXIMUM EXPENSE:

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

LIFETIME MAXIMUMS:

Unlimited.

DEPENDENT COVERAGE:

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

OUTPATIENT SERVICES

PREVENTIVE CARE:

Well-baby visits - \$10 co-payment; pap smears and mammograms covered in full.

OFFICE VISITS:

Routine and non-routine - \$10 co-payment (\$15 allergist & dermatologist)

EYE EXAMS:

\$10 co-payment for one routine exam per year at participating providers.

OUTPATIENT SURGERY:

Covered in full.

DIAGNOSTIC LAB & X-RAY:

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

CHIROPRACTIC CARE:

Office visits (12 per year) - \$10 co-payment; lab tests & x-rays in full.

WISDOM TEETH:

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

INPATIENT SERVICES

HOSPITAL ROOM & BOARD:

Unlimited days of care in a semiprivate room.

SURGICAL-MEDICAL:

Covered in full.

EMERGENCY ROOM

\$25 co-payment for treatment of accident or life threatening medical emergency within 24 hours of onset of symptoms (co-payment waived if admitted).

MATERNITY:

Covered in full.

ORGAN TRANSPLANT:

Covered for eligible costs associated with kidney, liver, lung, heart, cornea and homologous bone marrow transplants.

MENTAL HEALTH & SUBSTANCE ABUSE (MHSA)

INPATIENT MH:

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

OUTPATIENT MH:

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

INPATIENT SA:

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

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

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

OUTPATIENT SA:

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

ADDITIONAL SERVICES:

RX and VISION CARE HARDWARE: - by the Rhode Island Public Employees' Health Services Fund.

SELF ADMINISTERED INOCULATIONS: 80% coverage.

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

PRIVATE DUTY NURSING & AMBULANCE: - 80% coverage. Does not include Air Ambulance.

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

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

Section 1(B). The Employer shall provide all permanent employees hired on or after October 1, 2004 and who are covered by this agreement and their eligible family members with health care coverage as follows:

Rhode Island Blue Cross/Blue Shield BlueCHiP Plan 10 as modified by the parties and as delineated on Addendum A.

Section 1(C). The Employer also agrees to furnish as an alternative to the foregoing, substantially equivalent coverage under United Healthcare of New England or such other plan(s) agreed to by the parties.

Section 1 (D). Effective October 1, 2004 all permanent employees shall co-share in the cost of healthcare benefits provided in this Article through pre-tax weekly payroll deduction (if permissible by law) as follows:

Individual Plans at .006 of base wages not to exceed \$260.00 per year.

Family Plans at .0138 of base wages not to exceed \$640.00 per year.

Effective July 1, 2005;

Individual Plans at .008 of base wages not to exceed \$325.00 per year.

Family Plans at .019 of base wages not to exceed \$800.00 per year.

Effective July 1, 2006;

Individual Plans at .01 of base wages not to exceed \$400.00 per year.

Family Plans at .025 of base wages not to exceed \$1000.00 per year.

Section 1 (E). Additionally, the aforestated Plans shall be modified as follows:

Effective January 1, 2005;

Hospital Emergency Room coverage will include a \$100.00 co-pay unless the user is admitted to the hospital, in which case the co-pay shall be waived.

Effective January 1, 2006;

Utilization co-pays for Doctor's visits will increase from \$10.00 to \$15.00 and for Dermatologists and Allergists, behavioral health and chemical dependency (mental health and substance abuse) from \$15.00 to \$20.00. Hospital inpatient and outpatient deductible shall be \$25.00 per use with an annual cap of \$100.00 per individual and \$300.00 per family.

Effective January 1, 2007;

Hospital inpatient and outpatient deductible shall be \$50.00 per use with an annual cap of \$100.00 per individual and \$300.00 per family.

* Rhode Island Blue Cross/Blue Shield BlueCHiP Plan 10 as modified by the parties includes some modifications from the date of implementation. See Addendum A.

Section 1 (F). The Employer also agrees to continue health coverage for retirees and retirees' spouses for life for employees who retired on or after July 1, 1982 and prior to September 3, 1995. The plan of coverage shall be the plan elected by the individual on the date of retirement. Said coverage shall be converted to Plan 65 coverage upon attainment of the age of 65 or, at the option of the retiree, a Medicare approved HMO with a benefit plan substantially equivalent to that existing at the time this Agreement is executed with all premium payments for said plan borne by the Employer.

The Employer shall furnish health care coverage, on an individual basis only, to employees who retire(d) on or after September 3, 1995. Said coverage shall be of the same plan in effect when the retiree was an active employee up to age 65. Upon attainment of age 65 or at such age as to qualify for Medicare, said coverage shall convert to Plan 65 or, at the option of the retiree, a Medicare approved HMO with a benefit plan substantially equivalent to that existing at the time this Agreement is executed with all premium payments for said plan borne by the Employer. This coverage shall be for life. The Employer also agrees to provide this coverage to the retiree's spouse upon the death of the retiree.

Additionally, all permanent employees hired on or after July 1, 1992 must be actually employed by the City of Providence for at least ten (10) years and receiving retirement benefits under the City of Providence Retirement System prior to qualifying for Retiree Medical Care Coverage.

The premium payments of the above described coverage for active employees shall be borne solely by the employer through September 30, 2004 and for all retirees who retire prior to January 1, 2005.

Individuals retiring on or after January 1, 2005 shall co-share at the individual rate, as stated above and as in effect on the last day worked (rising to year 2 rate for year 1 retirees only) through pre-tax monthly pension payroll deduction (if permissible by law) and shall receive the Individual Plan until becoming Medicare eligible at which time the retiree shall receive Plan 65 or a Medicare approved HMO (with a benefit plan substantially equivalent to that existing at the time this Agreement is executed) with all premium payments for said plan borne by the Employer.

Section 2. Any employee having an application for Accidental Disability Retirement benefits pending before the Retirement Board shall have the right to appear before the Board and may be represented by Counsel, or by the Union Representative, prior to the Board's action upon the application.

Section 3. Any employee who sustained an on-the-job injury prior to July 1, 1981, having an application for Temporary Disability Benefits, shall have right to appear before the Commission on Relief of Injured Employees, and may be represented by Counsel, or by Union Representative, prior to the Commission's action upon the application. Said employee shall be entitled to Temporary Disability benefits as outlined in the City of Providence Injured Employees' Act. In addition the Department Head shall forward any accident report to the Commission within forty-eight (48) hours of the report being filed by the employee.

Any employee who sustains an on-the-job injury as of July 1, 1981 shall be entitled to Workers' Compensation benefits in accordance with the General Laws of the State of Rhode Island, Title 28, Chapters 29 to 38 inclusive.

Section 4. Notwithstanding the foregoing, with thirty (30) days' prior notice to the Union, the Employer shall have the right at any time during this Agreement to provide

substantially equal medical insurance benefits under a different plan than those specified in Section 1 and in lieu thereof.

Section 5. Upon presentation of proof of alternative health care coverage pursuant to a non-Employer paid plan satisfactory to the Employee's Benefit Coordinator, employees eligible for paid City Blue or United Healthcare of New England insurance under this agreement may choose not to be covered under the Employer's group health insurance policies. Eligible employees enrolled in a family plan making this choice shall receive \$1,500.00 for each full contract year in which they are not covered for family coverage and for those dropping individual coverage, the compensation shall be \$750.00 for each full contract year of non-coverage by a City plan. The parties understand and agree that employees whose spouses are employed by the City and those who have chosen not to be covered by Employer policies shall not be eligible for this benefit. For each year in which the employee opts out under this Section, he shall receive no coverage pursuant to this Article, except that employees may opt back into the Plan in the event of a major life event causing loss of alternative and/or equivalent coverage, such as death or loss of employment of a spouse. Proof of loss of said alternative coverage and/or equivalent coverage may be required by the Employer before the employee is re-enrolled. Payments to employees under this provision shall be made at the end of each year, in arrears, for the period of October to September with payment made in September. If an employee has opted back into Employer coverage during the course of a contract year, he shall not be entitled to any payment under this Section for that year.

Section 6. Upon presentation of proof of alternative health care coverage pursuant to a non-Employer paid plan satisfactory to the Employee's Benefit Coordinator, retirees eligible for paid City Blue or United Healthcare of New England insurance under this Agreement may

choose not to be covered under the Employer's group health insurance policies. Eligible retirees enrolled in a plan making this choice shall receive \$750.00 for each full contract year of non-coverage by an Employer plan. The parties understand and agree that retirees whose spouses are employed by the Employer and those who have chosen not to be covered by Employer policies shall not be eligible for this benefit. For each year in which the retiree opts out under this section, he shall receive no coverage pursuant to this Article, except that retirees may opt back into the Plan in the event of a major life event causing loss of alternative and equivalent coverage, such as death or loss of employment of a spouse. Proof of loss of said alternative coverage or equivalent coverage may be required by the Employer before the retiree is re-enrolled. Payments to retirees under this provision shall be made at the end of each year, in arrears for the period of October to September with payment made in September. If a retiree has opted back into Employer coverage during the course of a contract year, he shall not be entitled to any payment under this section for that year.

ARTICLE XIX

DENTAL BENEFITS

Section 1. The Employer shall furnish Delta Dental Levels I-IV coverage with student rider to age twenty-five (25) for all permanent employees and their families. An annual maximum benefit of \$2,000 per person and a lifetime orthodontic maximum of \$2,000.

Section 2. Notwithstanding the foregoing, with thirty (30) days' prior notice to the Union, the Employer shall have the right at any time during this Agreement to provide substantially equal dental benefits with the Blue Cross Dental Plan or under a different plan than that specified in Section 1 and in lieu thereof. Should a change in carrier occur, the Employer shall conduct all necessary educational and informational seminars required.

Section 3. Upon presentation of proof of alternative dental care coverage pursuant to a non-Employer paid plan satisfactory to the Employee's Benefit Coordinator, employees eligible for paid dental benefits under this Agreement may choose not to be covered under the Employer's group dental insurance policy. Eligible employees enrolled in a family plan making this choice shall receive \$500.00 for each full contract year in which they are not covered for family coverage and for those dropping individual coverage, the compensation shall be \$250.00 for each full contract year of non-coverage by an Employer plan. The parties understand and agree that employees whose spouses are employed by the Employer and those who have chosen not to be covered by Employer policies shall not be eligible for this benefit. For each year in which the employee opts out under this section, he shall receive no coverage pursuant to this Article, except that employees may opt back into the Plan in the event of a major life event causing loss of alternative and equivalent coverage, such as death or loss of employment of a spouse. Proof of loss of said alternative coverage or equivalent coverage may be required by the Employer before the employee is re-enrolled. Payments to employees under this provision shall be made at the end of each year, in arrears for the period of October to September with payment made in September. If an employee has opted back into Employer coverage during the course of a contract year, he shall not be entitled to any payment under this section for that year.

ARTICLE XX

UNION BENEFIT TRUST FUNDS

Section 1. In order to provide each employee covered by this Agreement and their dependents with the benefits described below and which are provided through Union Benefit Trust Funds, the Employer agrees to contribute \$2.67 per hour for each straight-time hour each employee covered by this Agreement is paid to the "Rhode Island Public Employees' Benefit

Trust Fund Administrative Account." Effective September 1, 2004, the Employer agrees to contribute \$2.54 per hour for each straight-time hour each employee covered by this Agreement is paid, out of which an amount of not less than ten cents (\$.10) per hour for each straight-time hour each employee covered by this Agreement is paid shall be allocated to the "Rhode Island Public Employees' Training Fund. Said allocation shall increase to not less than twelve cents (\$.12) effective July 1, 2005. Effective July 1, 2005, the Employer agrees to contribute \$2.69 per hour for each straight-time hour each employee covered by this Agreement is paid. The above language notwithstanding, the Employer's contribution shall be paid for the full day [seven (7) or eight (8) hours] for every day that the employee receives pay, including days of holiday and leave, or a contribution is otherwise due under Section 3 below.

Section 2. Said contributions will be paid to the Fund no later than the fifteenth (15th) day of each month and shall be based on the preceding month's payroll.

Section 3. An employee receiving Workers' Compensation benefits shall be considered to be working his normal and regular workweek.

Section 4. In addition to all other Employer contributions required herein, the Employer shall also pay to the Rhode Island Public Employees' Health Services Fund, no later than January 15, an amount equal to the one-half (½%) percent wage assignment as required in the parties' May 26, 1994 Memorandum of Agreement. The parties acknowledge that this amount is not an additional Employer contribution but rather is an assignment of a portion of the July 1, 1994, wage increase. The contribution due January 2004 shall be paid January 2009.

Section 5. Each employee covered by this Agreement and their dependents shall be provided prescription drug benefits, vision care benefits, life insurance, and a Wellness Benefit Program from the "Rhode Island Public Employees' Health Services Fund", established by

Declaration of Trust dated July 1, 1979. Said fund shall be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union.

Section 6. Each employee covered by this Agreement shall receive retirement benefits from the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund based upon the Trust Fund document and Rules and Regulations of said Fund. The Union and the Employer have signed an Agreement and Declaration of Trust of the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund.

Section 7. Each employee covered by this Agreement and their dependents shall be provided with assistance in defraying the cost of legal counsel through the "Rhode Island Public Service Employees' Legal Services Fund", established by a Declaration of Trust dated September 20, 1974. The Fund is administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union. The Fund shall not be used to provide benefits which defray any expenses for disputes, grievances, or legal proceedings between employee-participant, his spouse, or dependents and the Employer, the Union or any of its members, their agents, or any legal entity of which they are a part.

Section 8(A). Employees covered by this Agreement shall be offered necessary educational, vocational, specialty and safety related training through the Rhode Island Public Service Employees' Training Fund established by a Declaration of Trust executed by the Union and from the New England Health and Safety Fund.

Section 8(B). Effective no later than April 1, 2002 the Employer shall establish a bargaining unit position of Training Coordinator, the primary duty of which shall be designating required training for employees covered by this Agreement and coordinating the development and implementation of said training with the aforesaid Funds. Said position shall enjoy wage

parity with the position of Employee Benefits Coordinator. This position shall be staffed by an individual nominated by the Rhode Island Public Service Employees' Training Fund.

ARTICLE XXI

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievances. It is mutually understood and agreed that all grievances of employees or the Union arising out of the provision of this contract shall be filed and processed as follows:

Section 2. The employee's Union stewards shall be guaranteed sufficient time off during working hours to seek to settle grievances without loss of pay. An aggrieved employee shall have the right to Union representation, during the grievance procedure.

Step 1. The Union shall present such grievance in writing to the appropriate Director, Department Head, Director of Personnel Bureau and/or the Chief of Police or a designee. The Director and/or Department Head, Director of Personnel Bureau and/or Chief of Police or a designee shall have five (5) working days to respond to the grievance in writing.

Step 2. In the event the grievance is not satisfactorily adjusted, the Union shall present such grievance in writing to the Director of Personnel or his designee within five (5) working days from the receipt of the Step 1 response. The Director of Personnel or his designee shall have five (5) working days to respond to the grievance in writing.

Step 3. If unable to reach a satisfactory adjustment within five (5) working days, the Union shall submit the grievance in writing within five (5) working days to the Mayor or the Commissioner of Public Safety, for those affected employees working under his

supervision, who must then meet or respond to the grievance in writing within five (5) working days.

Section 3. Arbitration. If a grievance is not settled, such grievance may at the request of the Union, be referred to the American Arbitration Association in accordance with its rules then obtaining.

The Arbitrator's decision shall be final and binding upon the parties. The expenses of such arbitrator shall be borne equally by the parties. The arbitrator shall have no power to disregard, alter, amend, add to or deduct from the provisions of this Agreement.

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

The Employer and the Union agree to apply the decision of the arbitrator to all substantially similar situations.

Any grievance which is not presented at Step 1 within five (5) working days excluding Saturdays, Sundays and Holidays, of the date of occurrence or injury (whichever is later) shall be deemed to have been waived. Failure of the Union to comply with the other time limitations set forth in this Article shall also constitute a waiver of the grievance. Failure of the Employer to respond timely at any step of the grievance procedure shall enable the Union to proceed to the next step, including arbitration.

Section 4. Sustained grievances and grievance resolution agreements shall be implemented within thirty (30) days. If the Employer fails to implement the same, the matter shall be submitted to expedited arbitration.

ARTICLE XXII

NO STRIKE/NO LOCKOUT

Section 1. Cognizant of the statutory prohibition against strikes by employees covered by this Agreement, neither the Union nor any employees covered by this Agreement shall engage in, induce, cause, or encourage any strike, slowdown, refusal to perform duties (including collective absenteeism for alleged illness), work stoppage, or withholding of services of any kind for any reason during the life of this Agreement.

Section 2. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XXIII

PROTECTIVE CLOTHING, BULLETIN BOARDS, SAFETY, AUTOMOBILE ALLOWANCE AND COMPENSATION

Section 1. Protective Clothing. The Employer shall provide required protective clothing for those employees engaged in activities which subject their regular clothing to extraordinary wear and tear.

Section 2. Bulletin Boards. The Employer shall provide Bulletin Boards in conspicuous places to be used solely for the posting of Union notices, rules and regulations.

Section 3. Safety. A Local Union 1033/City of Providence Safety Committee shall be appointed, composed of three (3) representatives selected by the Union, two (2) representatives selected by the Mayor and one (1) representative selected by the City Council. The Committee shall meet at least quarterly and report recommendations and findings to their respective appointing authorities.

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

Section 4. Automobile Allowance. Employees covered by this Agreement who are required to use their own automobile in connection with services rendered shall receive Two Hundred Twenty-Five (\$225.00) Dollars per month as a monthly allowance.

Section 5. Compensation. Employees covered by this Agreement who are authorized by the Employer to work in a higher-rated classification shall receive the higher rate of pay. In the event an employee starts the work day in a higher-rated classification, the employee shall receive the higher pay of that classification for the full day.

Section 6. Uniforms. For those employees required by the Employer to wear uniforms, the Employer shall provide and maintain such uniforms. The Employer, at its option, shall either (1) provide an annual clothing and maintenance allowance of \$450.00 to all permanent Park Rangers, Animal Control Officers, Parking Enforcement Officers, and Crossing Guards, along with an initial issue of uniforms and in-kind replacement as needed; or (2) provide said employees with uniforms and be responsible for cleaning/maintaining said uniforms for the employees. If the Employer selects the payment option, payment shall be made to the employees in the above identified positions no later than July 1 following the employee's assignment to the position and every year thereafter as long as the employee remains in the designated position. The Employer will be responsible for providing each employee within the designated position with sufficient uniforms, no later than 15 days after assignment. Damage to uniforms caused by usage not associated with normal wearing of the uniform will be the employee's responsibility to repair.

The Employer shall provide a complete issue of uniforms to all Park Rangers and to all Crossing Guards who have not received a complete issue subsequent to July 1, 2001, no later than November 15, 2004.

Section 7. Parking Enforcement Officers. Parking Enforcement Officers shall be provided with radios to communicate with the Police Control Center.

ARTICLE XXIV

APPRENTICESHIP PROGRAM

Section 1. The Employer and the Union recognize and acknowledge that the delivery of efficient Municipal Services is dependent on the ability to recruit and train highly motivated, productive, and skilled Public Employees, and in furtherance

Section 2. There shall be an Apprenticeship Council consisting of seven (7) members: three (3) appointed by the Union Business Manager, three (3) appointed by the Mayor, and one (1) appointed by the City Council. The members shall meet on a quarterly basis.

Section 3. Within thirty (30) days of the execution of this agreement, the parties will meet and confer to establish the job progression, educational and on-the-job training criteria for all new bargaining unit employees entering the Apprenticeship Program, all in accordance with Article 1 Section 2 (a) (3).

Section 4. The Apprenticeship Program will coordinate additional career and citizenship enhancement training with the Rhode Island Public Service Employees' Training Fund.

ARTICLE XXV

CHANGES OR AMENDMENTS

Section 1. This Agreement constitutes the entire agreement and complete understanding between the Employer and the Union arrived at as a result of collective bargaining, except such

amendments hereto or modifications hereof as shall be reduced to writing and executed by the parties following the execution of this Agreement.

ARTICLE XXVI

SEVERABILITY

Section 1. Should any final decision of any Court of competent jurisdiction affect any provision of this Agreement, only the provision so affected shall become null and void; otherwise, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXVII

DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective July 1, 2004, and shall continue in full force and effect through June 30, 2007, and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 2007, gives notice in writing to the other party of its intention to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. In the event that such notice is given, negotiations shall begin immediately, no later than sixty (60) days prior to the termination of the Agreement.

Section 2. The provisions of the preceding section shall not prevent the parties, by written Agreement, from extending any portion of this Agreement, after the one hundred twenty (120) day notice has been given for any agreed upon period beyond its expiration date.

IN WITNESS WHEREOF, the parties herein have caused these presents to be signed by their duly authorized representatives on the ____ day of _____, 2004.

CITY OF PROVIDENCE
RHODE ISLAND

RHODE ISLAND LABORERS'
DISTRICT COUNCIL OF THE
LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA
on behalf of LOCAL UNION 1033

DAVID N. CICILLINE
Mayor, City of Providence
Providence, RI

RONALD M. COIA
Business Manager

WITNESSED:

LOCAL UNION 1033

DONALD S. IANNAZZI, ESQ.
Business Manager

VICKI A. VIRGILIO
President