

# KEOUGH + SWEENEY, LTD.

ATTORNEYS AND COUNSELORS AT LAW  
41 MENDON AVENUE  
PAWTUCKET, RHODE ISLAND 02861  
**TELEPHONE** (401) 724-3600  
**FACSIMILE** (401) 724-9909  
www.keoughsweeney.com

RAYNHAM OFFICE:  
90 NEW STATE HIGHWAY  
RAYNHAM, MA 02109  
TEL. (508) 822-2813  
FAX (508) 822-2832

**JOSEPH A. KEOUGH JR.\***  
**JEROME V. SWEENEY III\***

**SEAN P. KEOUGH\***

**JEROME V. SWEENEY II**  
**OF COUNSEL**

\*ADMITTED TO PRACTICE IN  
RHODE ISLAND & MASSACHUSETTS

BOSTON OFFICE:  
171 MILK STREET  
SUITE 30  
BOSTON, MA 02109  
TEL. (617) 574-0054  
FAX (617) 451-1914

February 7, 2024

Ms. Luly Massaro, Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

**Re: *Docket No. 22-33-WW- Pawtucket Water Supply Board  
General Rate Filing***

Dear Ms. Massaro:

Enclosed please find an original and nine copies of the following document:

1. The Pawtucket Water Supply Board's Response to the Rhode Island Division of Public Utilities and Carriers' Data Requests (Set Six).

Please note that an electronic copy of this document has been provided to the service list.

Thank you for your attention to this matter.

Sincerely,



Joseph A. Keough, Jr.

cc: Service List (via electronic mail)

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION

DOCKET NO. 23-30-WW

Response Of The Pawtucket Water Supply Board

To The Rhode Island Division of

Public Utilities and Carriers'

Data Requests

Set 6

---

**Div. 6-1:** Refer to the response to DIV 2-2. Please provide a breakdown of the components of the \$1,202,551 (the difference between the total test year operating expenses shown on DF Sch. 1.0, page 6 of \$8,816,643 and the \$7,614,092 shown on page 5 of Pawtucket Water Supply Board's 2022 Annual Report to the Commission), and provide the supporting or source documents for the "Municipal Employee's Retirement System (MERS) defined benefits and other accounting adjustments to reflect the actual cash need associated with the test year."

**Response:** The accrual adjustments for OPEB and MERS liabilities account for \$1,184,000 of the \$1,202,551 difference between PWSB's reported 2022 operating expenses per its Annual Report to the Commission and what is presented on DF Sch. 1.0, page 6. Please see the accompanying attachments 6-1a and 6-1b for backup information. Attachment 6-1a (Excel Spreadsheet) presents PWBS's full 2022 trial balance on worksheet "Trial Balance-Chart of Accounts", and Attachment 6-1b presents the summarized adjustments totaling \$1,184,000. The remaining \$18,551 relates to Trustee Fees which are classified as "other expenses" for purposes of the Annual Report to the Commission.

**Prepared by:** David Fox

## Attachment 6-1 b

		<u>Unadjusted</u>		<u>Adjusted</u>		<u>Auditor Adjustment</u>
30095100-512210	MERS Defined Benefit	\$	(171,206)	\$	80,441	\$ (251,647)
30095100-512211	OPEB/ Medical & Dental Insurnace	\$	(108,756)	\$	-	\$ (108,756)
30095200-512210	MERS Defined Benefit	\$	(55,660)	\$	25,235	\$ (80,895)
30095300-512210	MERS Defined Benefit	\$	(56,763)	\$	24,613	\$ (81,376)
30095600-512210	MERS Defined Benefit	\$	(272,159)	\$	132,500	\$ (404,658)
30095700-512210	MERS Defined Benefit	\$	(101,929)	\$	47,636	\$ (149,565)
30095800-512210	MERS Defined Benefit	\$	(71,901)	\$	35,201	\$ (107,102)
					Accrual Adjustments	\$ (1,184,000)
					Trustee Fees	\$ (18,551)
					<b>Total Difference</b>	<b>\$ (1,202,551)</b>

**Div. 6-2:** Refer to the response to DIV 2-2 (b). Given that your response states the Municipal Employee's Retirement System (MERS) defined benefits and other accounting adjustments were to reflect a cash need for the with the test year, why were they excluded from the Annual Report? The test year and the 2022 fiscal year are the same. Why would the cash be needed for the test year but not the fiscal year. Please fully explain your response.

**Response:** The operating expenses presented in PWSB's 2022 Annual Report to the Commission were gross (without adjustments for OPEB and MERS liabilities) as presented on PWSB's trial balance. Given that these adjustments do not reflect an actual receipt of cash to PWSB for funding its liabilities, and are rather a reflection of benefit liabilities, it is unreasonable to assume that Test Year operating expenses should reflect these negative adjustments. The cash needs of PWSB are and should be consistent with the Test Year and Fiscal Year.

**Prepared by:** David Fox

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION  
DOCKET NO. 23-30-WW  
Response Of The Pawtucket Water Supply Board  
To The Rhode Island Division of  
Public Utilities and Carriers'  
Data Requests  
Set 6

---

**Div. 6-3:** Refer to the response to DIV 2-4. Please provide a copy of the relevant pages from the union contracts that governs the payroll elements listed below and show the rates applied to determine the payroll amount under the old union contract and the new union contract.

- a. Out of Grade Pay
- b. Beepers
- c. Longevity
- d. On Call Stipend
- e. Shift Differential
- f. Shift Premium
- g. Emergency phone stipend
- h. Teamster stipend
- i. AFSCME stipend

**Response:** It should also be noted that Div. 2-4 only referenced line items a. through e. Please see the attached current contracts for Teamsters Local 251 and RI Council 94, AFSCME, AFL-CIO Local 1012. The Local 1012 contract is still in effect. The only new union contract is the Teamsters contract, which covers the time period July 1, 2023 to June 30, 2026. In the new Teamsters contract, there were no changes to the line items referenced in the response to 2-4. The relevant pages for the payroll items referenced in the response to Div. 2-4 are as follows:

<u>Line Items</u>	<u>Teamsters Page No.</u>	<u>Local 1012 Page No.</u>
a. Out of Grade Pay	p. 14	29-30
b. Beepers *	p.14	N/A
c. Longevity	p. 13, 15 and 19	15, 19, 31, 32
d. On Call Stipend	p. 14	29
e. Shift Differential	N/A	29, 32 **

\* This is for cell phones, not beepers as noted in the Div. 2-4 response.

\*\* This is referred to as "Shift Premium" in the contract.

**Prepared by:** Michael Lecours

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

GENERAL TEAMSTERS LOCAL UNION No. 251

AND

THE PAWTUCKET WATER SUPPLY BOARD

JULY 1, 2023 TO JUNE 30, 2026

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>PAGE</b>
AGREEMENT .....	.05
PURPOSE .....	.05
ARTICLE 1 .....	.05
Recognition .....	.05
ARTICLE 2 .....	.05
Non-Discrimination .....	.05
ARTICLE 3 .....	.06
Union Security.....	.06
ARTICLE 4 .....	.06
Management Rights.....	.06
ARTICLE 5 .....	.07
Strikes and Lockouts .....	.07
ARTICLE 6 .....	.07
Grievance and Arbitration Procedure.....	.07
ARTICLE 7 .....	.07
Disciplinary Action .....	.07
ARTICLE 8 .....	.08
Hours of Work.....	.08
ARTICLE 9 .....	.08
Holidays .....	.08
ARTICLE 10 .....	.09
Vacations.....	.09
ARTICLE 11 .....	.10
Personal Leave .....	.10
ARTICLE 12 .....	.10
Sick Leave .....	.10

ARTICLE 13 .....	11
Bereavement Leave .....	11
ARTICLE 14 .....	11
Leave Without Pay .....	11
ARTICLE 15 .....	12
Parental Leave .....	12
ARTICLE 16 .....	13
Military Leave .....	13
ARTICLE 17 .....	13
Jury Duty .....	13
ARTICLE 18 .....	13
Wages .....	13
ARTICLE 19 .....	14
Longevity .....	14
ARTICLE 20 .....	15
Retirement Benefits .....	15
ARTICLE 21 .....	15
Medical Insurance .....	15
ARTICLE 22 .....	17
Insurance .....	17
ARTICLE 23 .....	18
Workers Compensation .....	18
ARTICLE 24 .....	19
Compensation for Eyeglasses .....	19
ARTICLE 25 .....	19
Health and Safety .....	19
ARTICLE 26 .....	19
Reclassification .....	19
ARTICLE 27 .....	19
Union Activities .....	19
ARTICLE 28 .....	20



Bulletin Boards.....	20
ARTICLE 29 .....	20
Seniority .....	20
ARTICLE 30 .....	21
Posting of Vacancies and New Jobs.....	21
ARTICLE 31 .....	21
Layoffs .....	21
ARTICLE 32 .....	21
Mileage.....	21
ARTICLE 33 .....	22
Required Licenses and Tuition Reimbursement .....	22
ARTICLE 34 .....	22
Alteration of Contract.....	22
ARTICLE 35 .....	22
Severability.....	22
ARTICLE 36 .....	22
Duration.....	22
ARTICLE 37 .....	23
Clothing Policy.....	23
ARTICLE 38 .....	23
Drug Policy .....	23
ARTICLE 39 .....	23
SIGNATURE PAGE.....	24
APPENDIX A .....	26
Positions Covered by Agreement .....	26
APPENDIX B.....	28
Salary Schedule – In effect until June 30, 2023 .....	28

## **AGREEMENT**

This agreement ("Agreement") is entered into between the Pawtucket Water Supply Board ("PWSB"), hereinafter referred to as the "Employer" and the General Teamsters Local Union No. 251, hereinafter referred to as the "Union".

## **PURPOSE**

It is the purpose of this Agreement to promote a harmonious and cooperative relationship between the PWSB and the supervisory and technical employees within the PWSB organization by outlining work conditions and providing procedures, which facilitate free and frequent communications between the PWSB and Teamsters Local 251.

## **ARTICLE 1** **RECOGNITION**

1.1 The PWSB recognizes the Union as the sole and exclusive collective bargaining representative for the supervisory, managerial and technical positions within the PWSB for the purpose of collective bargaining with respect to rates of pay and conditions of employment.

1.2 The supervisory, managerial and technical positions within the PWSB that are subject to this Agreement are listed in Appendix A as described in the State Labor Relations Board Case Number EE-3584.

1.3 It is the intent and purpose of the parties hereto that this Agreement shall promote harmonious relations between them in the avoidance of labor disputes and shall set forth herein the rates of pay, hours of work and conditions of employment of the employees for whom the Union is recognized as the collective bargaining agent as hereinafter specified and shall be binding upon both parties, their successors and assigns from and after the date thereof, until terminated hereinafter provided.

## **ARTICLE 2** **NON DISCRIMINATION**

2.1 The provisions of this Agreement shall apply equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, veteran status, sexual orientation, transgender and gender identity or Union membership or activities.

2.2 The PWSB and the Union mutually agree with the spirit and intent of the Americans with Disabilities Act and agree to cooperate in making reasonable accommodations in the work environment, work schedule or work assignments in order to provide an equal employment opportunity for individuals with disabilities provided such accommodations are not in conflict with this Agreement.

2.3 The Union and the PWSB agree that the provisions of this Agreement shall be applied in conformance with the Federal Family and Medical Leave Act and the Rhode Island Parental and Family Medical Leave Act.

2.4 The Parties mutually agree to conform with the USERRA and as it may be amended.

### **ARTICLE 3** **UNION SECURITY**

3.1 The Employer agrees to a dues "check off system" whereby it will withhold Union dues from the paychecks of all employees covered by this Agreement and who voluntarily authorize such deductions in a written authorization to be provided to the Employer and in accordance with applicable law. The current written authorization is attached hereto as "Appendix C". The Union agrees to indemnify and hold the Employer harmless from any and all claims, liabilities or costs incurred by the Employer as result of the Employer's compliance with the provisions of this section 3.1 and section 3.3 below.

3.2 Effective upon the ratification data of this Agreement, PWSB shall notify the Union business agent in writing, within thirty (30) business days of the hiring of any new employee in the bargaining unit. The notice shall include the employee's name, address, telephone number, birthdate, date of hire, job classification, and wage rate. Union representatives shall have the right to meet with bargaining unit employees on Employer property and to distribute Union information to them during non-work time in a manner that does not disrupt work.

3.3 The Employer agrees that should the law change, either by judicial or legislative action, to permit union security clauses (i.e. clauses requiring employees to become and remain members in good standing of the Union or to pay an agency fee, as a condition of employment), this Agreement shall be amended in conformance with the applicable change in law.

### **ARTICLE 4** **MANAGEMENT RIGHTS**

4.1 Except to the extent that there is contained in this Agreement express and specific terms and provisions to the contrary, or a duly established past practice in the PWSB, all authority, power, rights, jurisdiction and responsibilities for the management of the PWSB are retained and reserved exclusively to the PWSB.

The rights reserved to the PWSB include, but are not limited to, the right to determine the overall budget and mission of the PWSB; to maintain the efficiency and effectiveness of operations; to determine the services to be rendered and the operations to be performed; to develop and implement policy; to direct and supervise and lay-off employees; to suspend, discharge or otherwise discipline employees for just cause; and issue reasonable rules and regulations for the conduct of the PWSB. The PWSB has the right and obligation to modify any PWSB operations as required by regulatory actions.

Neither this article nor any other provision of this Agreement shall be interpreted as a waiver by the Union of any effects bargaining rights that the Union may have as provided by law.

4.2 The PWSB reserves the right to institute an Employee Performance and Development Plan to set goals and development objectives for each employee. The Performance and Development Plan will be conducted by the PWSB Chief Engineer and/or Assistant Chief Engineer, with consultation of the Supervisor of the employee. The Plan is not for the purpose of discipline.

## ARTICLE 5 STRIKES AND LOCKOUTS

5.1 The Union agrees that during the term of this Agreement there shall be no strike or work stoppage. The PWSB agrees that there shall be no lockout during the term of this Agreement.

## ARTICLE 6 GRIEVANCE AND ARBITRATION PROCEDURE

6.1 A "grievance" is an alleged violation of any specific provision or provisions of the Agreement, or practices.

6.2 A grievance may be submitted to the employee's direct supervisor without invoking this procedure and resolved without precedential effect to either party.

6.3 A grievance shall be required to be filed in writing within ten (10) working days of the date on which the Union and/or aggrieved employee or employees knew or should have known of the events, facts, or circumstances giving rise to the grievance. The grievance shall be filed with the PWSB Chief Engineer and shall specify the provision or provisions of this Agreement allegedly violated and the nature of such claim. Within ten (10) working days, the Chief Engineer shall respond to the grievance in writing.

6.4 In the event that the grievance is not settled, the Union may elect arbitration, by written notice to the Chief Engineer and submission of the grievance to the American Arbitration Association for arbitration to be conducted in accordance with Association rules. Such an action must be filed within twenty (20) working days from the date of response of the Chief Engineer. Expenses of the arbitration jointly incurred shall be shared equally by the parties. The decision of the arbitrator shall be final and binding, subject to the ability of PWSB or the Union to appeal as provided by law. The arbitrator shall have authority to mitigate any discipline. The parties may mutually agree in writing to an alternative method of arbitration.

6.5 The PWSB and the Union agree to try to resolve grievances at the earliest possible point in the grievance procedure

**ARTICLE 7**  
**DISCIPLINARY ACTION**

7.1 Progressive discipline, up to and including termination, may be imposed on any employees covered by this contract for just cause.

The Employer will, at all times, adhere to the principles of the just cause standard.

**ARTICLE 8**  
**HOURS OF WORK**

8.1 The normal work week shall be forty (40) hours per week. Employees shall receive two (2) paid 15 minute breaks and one (1) unpaid 30 minute meal period.

**ARTICLE 9**  
**HOLIDAYS**

9.1 The following list shall constitute the official paid holidays for the employees covered by this Agreement:

News Years Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
US Independence Day	July 4
Victory Day	2nd Monday in August
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	
Christmas Day	December 25

9.2 In addition to the above listed holidays, the employees covered under this Agreement are entitled to a floating holiday which can be taken on any day during the calendar year. Floating holidays cannot be accumulated; any floating holiday not taken in one calendar year may not be carried into the subsequent year.

9.3 When any authorized holiday falls on a Sunday, the following Monday shall be observed as a holiday for those employees who are normally scheduled to work Monday through Friday. When any authorized holiday falls on a Saturday, the prior Friday shall be observed for those employees who are normally scheduled to work Monday through Friday.

9.4 If an authorized holiday falls during an employees' scheduled vacation, said employee shall receive holiday pay for that day.

9.5 If new holidays are officially declared by the State or Federal government, the employees covered by this Agreement shall automatically receive that holiday.

9.6 Employees must work the scheduled work day immediately before and the next scheduled work day immediately after a Holiday in order to receive Holiday pay, unless the employee is absent for any of the following reasons:

a. Bona fide illness or injury of the employee, or a member of the family within the household of the employee, whose illness requires the care of such employee. The Chief Engineer, or his or her designee, may require a physician's certification of the illness or injury.

b. Death in the family of an employee or an employee's spouse for which bereavement leave, as described in Article 13, is granted.

c. Any scheduled time off as allowed in this Agreement.

#### **ARTICLE 10** **VACATIONS**

10.1 All employees covered by this Agreement who have had at least six (6) months of continuous service shall be entitled to a vacation leave of five (5) days.

10.2 All employees covered by this Agreement who had at least one (1) year of continuous service shall be entitled to a vacation leave of ten (10) days.

10.3 All employees covered by this Agreement who had at least five (5) years of continuous service shall be entitled to a vacation leave of fifteen (15) days.

10.4 All employees covered by this Agreement who had at least ten (10) years of continuous service shall be entitled to a vacation leave of twenty (20) days.

10.5 All employees covered by this Agreement who had at least fifteen (15) years of continuous service shall be entitled to a vacation leave of twenty-five (25) days.

10.6 All employees covered by this Agreement who had at least twenty (20) years of continuous service shall be entitled to a vacation leave of thirty (30) days.

10.7 All employees hired PRIOR to 7/1/2017 shall be allowed to carry over no more than 60 days of vacation leave from year-to-year. All employees hired AFTER 7/1/2017 shall be allowed to carry over no more than 30 days of vacation leave from year-to-year. For this Agreement, the end of the year shall be defined as being June 30; no employee shall carry more than the allowed amount of vacation time as of June 30 of each year.

10.8 Upon resignation, termination or retirement employees shall be paid one hundred (100%) percent of unused vacation hours. In no event shall an employee be paid accrued vacation time in excess of the contractual limits which are 60 days of accrued vacation time for

employees hired PRIOR to 7/1/2017 and 30 days of accrued vacation time for employees hired AFTER 7/1/2017.

10.9 Employees must give a minimum of thirty (30) days notice for vacation leave greater than one week. Such leave shall be approved in advance by the employee's Supervisor and the Chief Engineer. Vacation leave of less than one (1) week shall be granted without a thirty (30) day notice, consistent with operational requirements, with the approval of the employee's Immediate Supervisor and the Chief Engineer.

10.10 Vacations of greater than two weeks duration will require the department manager to submit a plan to cover the work performed by the person requesting vacation.

10.11 If requested, under emergency situations, an employee may be asked to change or delay the scheduled vacation or may be called back from vacation. If called back from vacation, the employee will receive overtime pay for the scheduled vacation.

10.12 Employees must work the scheduled work day immediately before and the next scheduled work day immediately after a vacation in order to receive vacation pay, unless the employee is absent for any of the following reasons:

- a. Bona fide illness or injury of the employee, or a member of the family within the household of the employee, whose illness requires the care of such employee. The Chief Engineer, or his or her designee, may require a physician's certification of the illness or injury.
- b. Death in the family of an employee or an employee's spouse for which bereavement leave, as described in Article 13, is granted.
- c. Any scheduled time off as allowed in this Agreement.

#### **ARTICLE 11** **PERSONAL LEAVE**

11.1 Employees shall be entitled to four (4) days of personal leave per year. Personal days are to be taken in increments of no less than two (2) hours. Three (3) working days' notice must be given to the employee's Supervisor for all requests for personal leave, except in the case of an emergency.

11.2 Personal days must be used in the fiscal year in which they are earned.

#### **ARTICLE 12** **SICK LEAVE**

12.1 Full time permanent employees shall accrue one and one-quarter (1¼) days of sick leave for each full calendar month of service, which equates to fifteen (15) sick days per year.

12.2 The PWSB shall require a physician's certificate for use of sick leave over five (5) days in length. Any employee who uses two (2) or more sick days within a thirty (30) day period without a physician's certificate shall be subject to counseling and, if the employee's attendance does not improve, progressive discipline.

12.3 For employees hired before 7/1/2017, sick leave may not accrue beyond a total of two hundred twenty (220) days. All employees hired AFTER 7/1/2017 shall not accrue beyond a total of one hundred (100) sick leave days, and no employee hired AFTER ratification shall be granted more than one hundred (100) sick leave days in any one calendar year.

12.4 Sick leave may also be granted for attendance upon a member of the family within the household of the employee whose illness requires the care of such employee.

12.5 Upon retirement, employees hired before 7/1/2017, having accrued sick time shall be eligible to receive a lump sum payment equivalent to one hundred percent (100%) of the accumulated unused sick leave. Employees hired after 7/1/2017, having accrued sick time shall be eligible to receive a lump sum payment equivalent to fifty percent (50%) of the accumulated unused sick leave.

12.6 Upon death, an employee hired before 7/1/2017 having accrued sick time shall have a lump sum payment equivalent to one hundred (100%) of the accumulated unused sick leave paid to a designated beneficiary. An employee hired after 7/1/2017 having accrued sick time shall have a lump sum payment equivalent to fifty percent (50%) of the accumulated unused sick leave paid to a designated beneficiary. Each employee is required to furnish on a form provided by the Personnel office the name or names of the designated beneficiary or beneficiaries of the foregoing death benefit.

12.7 Any employee, who during the preceding fiscal year, has not used any sick leave shall be entitled to three (3) additional personal days. Any employee, who during the preceding fiscal year, has used only one (1) day of sick leave shall be entitled to two (2) additional personal days. Any employee, who during the preceding fiscal year, has used only two (2) days of sick leave shall be entitled to one (1) additional personal day, which is to be used in accordance with Article 11.

### **ARTICLE 13** **BEREAVEMENT LEAVE**

13.1 The PWSB agrees to allow employees covered by this Agreement a leave of absence with pay for up to four working days including the day following the funeral/memorial service of a deceased "family member". For the purposes of this Agreement, a "family member" shall be a mother, father, spouse, domestic partner as defined and accepted in the City's Personnel Policies, child, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, grandchild, step-child, step-father, step-mother, foster parents, or foster children.



13.2 The PWSB agrees to allow employees covered by this Agreement a leave of absence with pay for up to three working days for the funeral/memorial service of a deceased brother-in-law, sister-in-law, aunt, or uncle.

13.3 Where unusual travel conditions exist, such period may be extended at the discretion of the Chief Engineer.

13.4 Employees espousing faith with varying and different death customs shall be allowed bereavement leave commensurate with the custom of their particular faith.

13.5 For the death of a relative other than those described in Section 13.1, paid leave shall be for not more than one (1) day, in order to allow funeral attendance.

#### **ARTICLE 14** **LEAVE WITHOUT PAY**

14.1 Upon written application, a permanent employee may be granted a leave of absence without pay for a period of up to one (1) year for reason of personal injury or illness, or for other purposes deemed eligible, subject to the written approval of the PWSB Chief Engineer and the PWSB provided, however, that a leave of absence without pay in excess of one (1) year may be granted at the discretion of the PWSB. An employee shall submit written notification to the Employer of the anticipated duration of the leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. In the event the employee does not apply for authorized leave without pay, within two (2) weeks after he or she has exhausted his sick leave benefits, he or she shall be considered as terminating his services with the City and all fringe benefits shall cease.

Upon expiration of such leave of absence, the employee shall be reinstated to the position to which he or she occupied at the time the leave was granted. Failure of an employee to return to his/her position upon expiration of said leave of absence shall be cause for dismissal. If necessary for the efficient operation of the PWSB, an employee on leave may be notified to return prior to the expiration of the leave. Should the employee fail to return within ten (10) working days, the employee's service with the PWSB will be considered to be terminated, and the position declared to be vacant.

14.2 An employee granted a leave of absence without pay under this article who desires reinstatement to his/her position should notify the PWSB in writing of their desire to return to their position prior to the expiration of the approved leave period. Upon such request, the employee shall be promptly reinstated to the position occupied by the employee at the time said leave of absence was granted.

14.3 An employee who, through illness or injury, has exhausted his/her sick leave or other benefits, and has been granted an authorized leave of absence without pay based upon his/her physician's recommendations, shall remain covered by his/her medical coverage as provided by the PWSB, as though he/she were on the payroll, for a period not to exceed one (1) year from the date of the last payroll check. This provision shall not apply to an employee who

incurs an injury or illness while working for an employer other than the PWSB. Employees that are subject to withholdings of medical co-payment will be responsible for paying their required weekly medical insurance co-payments during any period of paid or unpaid leave, and any failure to do so may result in the termination of medical insurance benefits.

14.4 Employees on unpaid leave will not accrue sick time or vacation and longevity will be prorated to the actual time of service from the employee's last anniversary date.

#### **ARTICLE 15** **PARENTAL LEAVE**

15.1 A pregnant employee shall be entitled to use accrued sick leave for any time that she is unable to work for medical reasons.

15.2 At the expiration of parental leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.

15.3 Pregnant employees who have exhausted their sick leave or who decline to use their sick leave shall be granted a parental leave without pay for a period of not more than twelve (12) months. A pregnant employee shall submit written notification to the Employer of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period.

15.4 Employees who become fathers may use up to five (5) days of sick leave for the birth of their child. Employees who request paternity leave shall give at least two (2) weeks advance notice, if possible, of the commencement of the leave period.

#### **ARTICLE 16** **MILITARY LEAVE**

16.1 Employees covered by this Agreement who are members of the United States Military Reserves or the Rhode Island National Guard, and are ordered to attend a training period or encampment under the supervision of the United States Armed Forces, shall be granted a leave of absence with pay, not to exceed fifteen (15) days annually, during the actual duration of such activity. During this period of leave, employees shall accrue sick and vacation leave as though they were on the payroll.

16.2 Employees covered by this Agreement who are members of the United States Military Reserves or the Rhode Island National Guard, and are ordered to an active duty status as part of a call up of reserves shall be granted a leave of absence without pay for the duration of the call up. The employee has up to six (6) months after release from active duty to claim their former position.

16.3 The Employer agrees to cover any active member called for active duty with health benefits for the duration of their active duty, subject to the employees co-payment requirements, if any.

**ARTICLE 17**  
**JURY DUTY**

17.1 Employees covered under this Agreement shall be granted a leave of absence with pay for required jury, grand jury, or other civic duty before a court or other public body. Appearance as a witness in personal, civil or criminal cases or matters which are not job related shall not be covered by this article. During the period of leave as described above, employees shall accrue sick and vacation leave as though they were on the payroll. Compensation from the PWSB for this leave shall not be reduced by the nominal amount received by the employee for jury duty.

**ARTICLE 18**  
**WAGES**

18.1 Wage increases will be as follows:

July 1, 2023	3.0% increase
July 1, 2024	3.0% increase
July 1, 2025	3.0% increase

Wage increases specified above shall become effective on the Sunday which falls closest to the July 1 of the year when increases are due.

18.2 Employees shall be paid overtime for any hours worked in excess of forty (40) hours in any week or in excess of an 8 hour workday. Overtime must be approved by the department manager.

18.3 Employees eligible for out of grade pay at the higher classification if they work in that classification for a minimum of eight (8) hours. They will be paid at the top step. To work in the higher classification requires the employee to assume the majority of the duties and responsibilities of the higher class position for the period of work.

18.4 Employees covered by this Agreement will have a three step wage schedule. A new employee will begin at the "A" step of the salary level for that position, and have an increase at six month intervals therefrom, at corresponding "B", and "C" steps, providing that the employee successfully meets the responsibilities of the position. A schedule of employee salaries is approved as Exhibit "B".

18.5 Employees required to carry a cell phone shall receive a weekly stipend of twenty-five (\$25.00) dollars per week when the employee is expected to answer the phone for work related business.

18.6 Employees that carry the PWSB Emergency Response telephone during weekday second and third shifts, weekends and holidays shall be paid a \$200.00 weekly stipend in addition to the \$25 referenced in 18.5. This requirement shall be shared by "Transmission and Distribution" employees on a weekly rotational basis.

**ARTICLE 19**  
**LONGEVITY**

19.1 Except as hereinafter provided in paragraph (b), all employees covered by this Agreement shall be entitled to longevity payments after serving as an employee of the City for a period of five (5) years, including probation. Payment for longevity shall be in accordance with the schedules hereinafter set forth.

0 - 4 years	0%
5 - 9 years	6.5 %
10 - 14 years	7.5%
15 - 19 years	8.5%
20 years and over	9.5%

(b) All employees hired AFTER ratification of this Agreement shall have the following longevity schedule:

0-7 years	0%
8-12 years	6.5%
13-17 years	7.5%
18-22 years	8.5%
23 years & Over	9.5%

19.2 Longevity payments shall be paid on an annual basis, thirty (30) days after an employee's anniversary date of hire, and shall be computed as part of an employee's base pay for pension purposes. For the purpose of clarification, employees would receive their first longevity payment 30 days after their five year anniversary date.

19.3 Employees on unpaid leave will not accrue longevity during their absence, and upon return such longevity will be pro-rated only for that longevity period in which the leave was taken.

19.4 Upon leaving employment with the PWSB, employees will be paid longevity on a pro-rated basis.

**ARTICLE 20**  
**RETIREMENT BENEFITS**

20.1 Employees covered under this Agreement shall be participants in the RI Municipal Retirement System, and shall be entitled to benefits presently contained therein, including cost-of-living increases.

20.2 Employees who retire shall be allowed to participate in the Group Life Insurance Plan as specified in Article 22 of this Agreement at their own expense, subject to insurance carrier rules.

**ARTICLE 21**  
**MEDICAL INSURANCE**

21.1 The City agrees to pay the cost of Medical Insurance, individual or family coverage, for all full time employees.

Employees shall receive the health benefits described in "Benefit Booklet, City of Pawtucket Group #1187-0003," edition date "HMC2C BB ( 01/14)," provided, however, that the City agrees to provide the current health and dental benefits, Basic Vision Riders and point of service co-pays in effect as of July 1, 2011. Employees shall contribute on a weekly basis toward the cost of these benefits. An employee's weekly contribution shall not exceed the amounts indicated in the following chart, and the City shall contribute the balance of the working rate due:

Maximum Weekly Contribution

Date	For Family Coverage	For Individual Coverage
Effective July 1, 2023	16% of working rate	16% of working rate
Effective July 1, 2024	16% of working rate	16% of working rate
Effective July 1, 2025	16% of working rate	16% of working rate

Employees will be responsible for paying their normal share of health insurance premium payments during any period of paid or unpaid leave. Failure to do so may result in the termination of benefits.

21.2 The City agrees to pay the full cost of Dental insurance, individual or family coverage, whichever is requested. Dental shall include levels I, II, III, and IV. The dental coverage to be provided shall be described in the dental summary for the City of Pawtucket as Dental Premier, Group ID 1247-0002, Plan type-National Coverage currently in effect from July 1, 2014 to June 30, 2015.

21.3 In the event that both husband and wife are employees of the PWSB or any other Department/Division of the City, the PWSB will provide family coverage for one employee and the other will be covered as an individual, unless they waive coverage. Should an employee of the PWSB have a spouse employed by the PWSB or any other Department/Division of the City of Pawtucket, including the School Department, one employee shall have family coverage and the other individual coverage.

21.4 (a) For employees hired before July 1, 2002, medical coverage and dental insurance as described above will be paid by the PWSB for retirees who have achieved a minimum of ten (10) years with the PWSB. Coverage will be in effect from age fifty-eight (58) through age sixty-five (65), except those employees who retire with thirty (30) or more years with the PWSB shall receive the above medical coverage and dental insurance starting at the time of retirement. For

retirees who were hired before July 1, 2002, the retiree's healthcare co-payments for medical coverage and dental insurance as described above will be paid by the retiree monthly at the same cost in effect for this bargaining unit at the date of the retiree's retirement.

(b) For employees hired after July 1, 2002 and before February 1, 2010, medical coverage and dental insurance as described above will be paid by the PWSB for retirees who have achieved a minimum of ten (10) years with the PWSB. Coverage will be in effect from age sixty-two (62), through age sixty-five (65), except those employees who retire with thirty (30) or more years with the PWSB shall receive the above medical coverage and dental insurance starting at the time of retirement. For all retirees who were hired after July 1, 2002, and before February 1, 2010, the retiree's healthcare co-payments for medical coverage and dental insurance as described above will be paid by the retiree monthly at the same cost in effect for this bargaining unit at the date of the retiree's retirement.

(c) For employees hired after February 1, 2010, medical coverage and dental insurance as described above will be paid by the PWSB for retirees who have achieved a minimum of ten (10) years with the PWSB. Coverage will be in effect from age sixty-two (62), through age sixty-five (65). For all retirees who were hired after February 1, 2010, the retiree's healthcare co-payments for medical coverage and dental insurance as described above will be paid by the retiree monthly at the same cost paid by active employees in this bargaining unit.

(d) It is recognized and understood that Employer paid retiree medical and dental coverage commences in accordance with the above terms in Article 21.4 and is in effect until the retiree reaches his/her 65th birthday.

21.5 Employees shall have the option of receiving a cash payment in lieu of Medical coverage and/or Dental coverage except for those employees receiving the same benefit from any other source within the City. Employees who elect this option shall receive the following reimbursement on the last payday of November in each year:

COVERAGE WAIVED	AMOUNT RECEIVED
Family Medical Plan	\$3,000
Family Dental Plan	\$ 300
Individual Medical Plan	\$1,000
Individual Dental Plan	\$ 100

However, if an employee covered by this Agreement has a spouse who is also employed by the PWSB, or any other City department, including the Pawtucket School Department, and such employee has paid medical insurance by virtue of their employed spouse, and such employee elects not to be furnished with medical insurance pursuant to this section, then the PWSB will reimburse said employee on the last pay day of November of each year in accordance with following schedule:

Type of coverage waived:

Fiscal Year	Family	Individual
-------------	--------	------------

July 1, 2014 – June 30, 2015	\$3,000.00	\$1,000.00
July 1, 2015 – June 30, 2016	\$2,000.00	\$ 667.00
July 1, 2016 – June 30, 2017	\$1,000.00	\$ 333.00
Subsequent to June 30, 2017	\$ 0.00	\$ 0.00

21.6 Employees who receive medical coverage as stated in the contract, and who retire after July 1, 2002, when they reach age 65, shall receive a Medicare Supplemental insurance plan substantially equal to the Medicare Supplemental insurance plan in effect upon the ratification of this Agreement. The employee may also purchase a policy for a spouse through either group plan at their own cost. Benefit is available for the life of the employee.

21.7 The City may seek alternate health insurance which will provide bargaining unit members with the same level of coverage set forth herein. In such case, the City will obtain the Union's permission to change health care providers which permission will not unreasonably be withheld. The Union agrees to consider proposals for alternative equivalent plans during the term of this contract and to discuss implementing such plans with the City.

21.8 The Employer agrees to explore the establishment of a Health Savings Account (HAS) and a High Deductible Health Plan (HDHP) to replace the current coverage. Terms, conditions, employee contributions, and any Employer contributions to an HAS shall be subject to final approval by the bargaining unit in accordance with constitution and by-laws of the local Union.

**ARTICLE 22**  
**INSURANCE**

22.1 All employees covered by this Agreement shall be covered by Thirty Thousand (\$30,000.00) Dollars of life insurance secured by and paid by the PWSB. Employees can purchase an additional amount up to five times their salary in the group plan provided by the PWSB, subject to the conditions imposed by the Insurance carrier. The employee may also purchase a policy for a spouse through the group plan at their own cost.

22.2 All employees covered by this Agreement shall be covered by and listed in the errors and omissions insurance along with the PWSB Board Members, Chief Engineer and Assistant Chief Engineer.

**ARTICLE 23**  
**WORKERS COMPENSATION**

23.1 In the event an individual covered by this Agreement is injured on the job and is collecting Workers' Compensation benefits as a result thereof, he or she will accrue their sick leave and vacation leave at fifty (50) percent of the normal rate for the period for which he or she is out of work for the injury so covered for a maximum of one (1) year.

23.2 Employees collecting Worker's Compensation will be paid the total longevity benefit to which they have been entitled within sixty (60) days upon their return to work from their on-the-job injury.

23.3 An employee who suffers an on-the-job injury shall be entitled to return to his/her former position within two years from his/her date of injury.

23.4 The PWSB may on a case-by-case basis offer modified or light duty to injured employees within their existing position. Depending on the injury, the PWSB agrees that it will adhere to the principle of seniority when offering modified duty.

The PWSB and the Union recognize the desirability of modified assignments as a means of returning injured bargaining unit employees to productive employment.

Based upon receipt of clearly defined medical verification, as provided by the employee's treating physician, of the limitations of the employee to perform the regular duties of the job, the Personnel Director, the employee and a representative of the Union will review and decide by mutual agreement the placement of the injured employee in a position that will accommodate both the limitations of the employee and the needs of the PWSB.

The employee affected by this article will continue to receive his rate of pay, and if temporarily transferred to a higher paying position will receive out of class pay.

This transfer to transitional duty will be reviewed periodically and should not exceed a ninety (90) day period.

Once released by the employee's treating physician, the employee may be subject to a fitness for duty test.

23.5 The PWSB may, with a temporary employee, fill vacancies created by employees absent on Workers Compensation or temporary disability as the need arises.

#### **ARTICLE 24** **COMPENSATION FOR EYEGLASSES**

24.1 When an employee covered by this Agreement damages his or her eyeglasses during the course of work-related duties, the employee shall have said eyeglasses replaced by the PWSB. Replacement is contingent on adequate proof that the eyeglasses were damaged in the course of the employee's duties, and was in no way attributable to the employee's fault or negligence.



**ARTICLE 25**  
**HEALTH AND SAFETY**

25.1 PWSB agrees that it has the responsibility to provide a safe workplace and to correct safety hazards.

25.2 A joint employee-management Health and Safety Committee shall be established and meet on a regular basis to discuss accidents, and other health and safety issues of the PWSB. The committee shall include at least one member of management, at least two members of the Union and at least two members of Local 1012, AFSCME.

**ARTICLE 26**  
**RECLASSIFICATION**

26.1 If an employee covered by this Agreement has the duties and responsibilities of their position modified through the actions of the PWSB or outside agency, the employee has the right to have a reclassification review performed to determine if such changes warrant a reclassification of their position. The review will be conducted by the Chief Engineer or his designee, and will be presented to the PWSB within sixty (60) days of receipt by the Chief Engineer along with the request for reclassification.

26.2 A request for a reclassification review of any specific position may only be made once every two years.

26.3 Reclassification decisions shall be subject to the grievance and arbitration procedure of this Agreement, provided that the parties may jointly elect an alternate arbitrator experienced with the duties and responsibilities of the position in question. In the event that the arbitrator determines that the duties or responsibilities of the position have been substantially modified, the employee shall be reclassified into the higher classification.

**ARTICLE 27**  
**UNION ACTIVITIES**

27.1 Union officers shall be granted reasonable time off, upon written notice, during working hours, without the loss of pay, for the purpose of conducting Union business with PWSB officials, including the investigation and processing of grievances. Additional time for other Union activities shall be contingent upon approval by the Chief Engineer.

27.2 The Union shall provide the PWSB with a written list of its' officers, and notify the PWSB of any changes to same.

27.3 With prior written notice of forty-eight (48) hours to the Chief Engineer, the Union may hold a Union meeting of one (1) hours duration during normal working hours.

**ARTICLE 28**  
**BULLETIN BOARDS**

28.1 The PWSB agrees to provide bulletin board space where notices of Union business matters may be posted.

**ARTICLE 29**  
**SENIORITY**

29.1 Bargaining Unit Seniority shall be the measure of length of service for the employees covered under this Agreement. The date of hire into bargaining unit shall be the basis for establishing bargaining unit seniority. The date of hire will be the date when the employee commences work in the position covered by this Agreement. Bargaining Unit Seniority shall be used for the purposes of bargaining unit job postings and vacation requests.

29.2 The seniority list will be updated January of each year.

29.3 An employee shall lose his/her seniority if and when:

- (a) The employee voluntarily resigns.
- (b) The employee is discharged for just cause.
- (c) The employee is absent from work for three (3) consecutive days without proper notification to the Employer unless the employee gives a reasonable excuse.
- (d) In recall from lay-off, the employee fails to report to work within seven (7) days after being recalled by the Employer, unless the employee gives a reasonable excuse. Notice of recall shall be sent by certified mail to the employee's last known address as shown on the Employer's records.
- (e) The employee is laid off in excess of one (1) year.
- (f) An inability to work because of non-occupational illness or injury in excess of one (1) year.
- (g) Retirement.

**ARTICLE 30**  
**POSTING OF VACANCIES AND NEW JOBS**

30.1 Should any position covered by this Agreement that becomes vacant, an employee within the bargaining unit having the required qualifications, skills and abilities shall be given the opportunity to fill that vacancy over other candidates from outside the bargaining unit with comparable skills and abilities. Multiple employees within the bargaining unit having the

required qualifications, skills and abilities will be considered for the vacancy on the basis of seniority.

30.2 All bargaining unit members covered by this Agreement will be sent copies of all vacancies which may occur.

30.3 Vacant positions will be posted within thirty (30) days unless mutually agreed to by the Union and the Chief Engineer.

30.4 Vacant positions are not to be temporarily filled by non-Union employees without the Union's written approval.

30.5 If the Employer materially changes the duties of existing jobs, the Union will be notified in writing thirty (30) days in advance; and if requested, the Employer and the Union will discuss such changes or restructuring in any applicable changes. The Union and Employer agree to negotiate promptly concerning a pay rate for such changed jobs. Should the Union or Employer not agree on a pay rate for new changed jobs within thirty (30) days, the Union may request arbitration without proceeding to the grievance procedure steps.

### **ARTICLE 31** **LAYOFFS**

31.1 No employee covered by this Agreement will be laid off as a result of the PWSB hiring of parties that are outside of this bargaining unit.

31.2 Should any position covered by this Agreement be subject to layoff, and should there be more than one employee in that position, the employee with the lesser seniority will be the subject of the layoff.

### **ARTICLE 32** **MILEAGE**

32.1 Employees covered by this Agreement who are required to use their vehicles on the business of the PWSB shall be compensated at the applicable IRS rate.

### **ARTICLE 33** **REQUIRED LICENSES AND TUITION REIMBURSEMENT**

33.1 The PWSB agrees to reimburse employees for fees paid to maintain special licenses required by the PWSB, RIDOH or RIDOT. The PWSB agrees to pay for contact hours that are required to maintain these special licenses or for fees associated with continued education and training of the employee. The Employer agrees to allow employees time off during their regular working hours with pay, as approved by their department manager, for any testing, training, or required classes to obtain and maintain any licenses related to their duties or related to their specific career path within the organization. Management reserves the right to approve the specific course as appropriate or to provide alternative means of obtaining CEU's (continuing

education credits) to maintain a license, or to approve or refuse the time off depending on operational requirements.

**ARTICLE 34**  
**ALTERATION OF CONTRACT**

34.1 There shall be no alterations of this Agreement without written consent of both parties.

34.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein. However, this provision is not intended to circumvent duly established past practices.

**ARTICLE 35**  
**SEVERABILITY**

35.1 If any portion or portions of this Agreement are found to be in violation of the law, the remainder of the Agreement shall remain in full force and effect. Within thirty (30) days the parties agree to commence negotiations for the purpose of reconciling the conflicting provision. In the event the parties are unable to successfully negotiate a replacement provision for the affected portion of this Agreement, the dispute will be subject to the grievance procedure set forth herein.

**ARTICLE 36**  
**DURATION**

36.1 The PWSB and the Union agree that this Agreement shall be for a term commencing July 1, 2023 and shall continue and remain in full force and effect until June 30, 2026, and from year to year thereafter, unless either party shall give applicable statutory notice to the other party that it desires to negotiate, amend, or modify any or all of the articles within this Agreement.

**ARTICLE 37**  
**CLOTHING POLICY**

37.1 Supervisory personnel are required to wear professional dress appropriate to their position. The PWSB agrees to furnish uniforms to employees, who through the nature of their work, are required to be identified by the public on sight. Protective clothing shall be furnished to employees who by nature of a particular job may damage their own clothing.

37.2 The PWSB agrees to furnish to all bargaining unit members work clothing in the amount of two hundred fifty (\$250.00) dollars. Employees who work outside or are exposed to workplace hazards are required to wear work boots or safety shoes appropriate to work conditions and will be reimbursed up to ninety (\$90.00) (with receipt) for one pair per year.

**ARTICLE 38**  
**DRUG POLICY**

38.1 The parties agree to negotiate a drug policy modeled on the City of Pawtucket Drug Policy.

**ARTICLE 39**  
**DRIVE**

39.1 The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

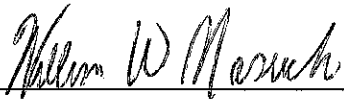
DRIVE Accounting Department  
Int'l Brotherhood of Teamsters  
25 Louisiana Avenue, NW  
Washington DC 20001

Send on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four (4) digits of the employee's social security number, the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's annual cost for the expenses incurred in the administering of the weekly payroll deduction plan.

No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law. Any official of the International or Local Union shall be permitted reasonable access to the Employer's premises for the purpose of discussing DRIVE participation provided such access shall receive prior approval from the Chief Engineer or Assistant Chief Engineer and such access will not be during working hours.

**Signed:**

Pawtucket Water Supply Board:



William W. Masuck,  
Chairperson

Date: 12/07/23


General Teamsters Local Union No. 251



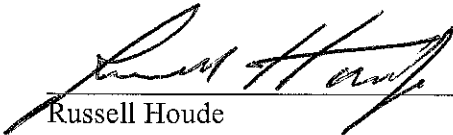
Matthew Taibi  
Principal Officer & Secretary-Treasurer  
General Teamsters Local Union No. 251

Date: 11/20/2023

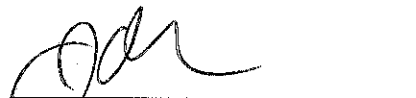
For Pawtucket Water Supply Board  
Negotiating Committee

  
James L. DeCelles  
Chief Engineer

Date: 11/30/23


  
Russell Houde  
Assistant Chief Engineer

Date: 11/30/23

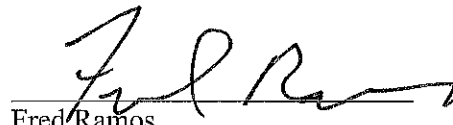
  
Joseph A. Keough Jr., Esquire  
PWSB Legal Counsel

Date: 11/30/23


For General Teamsters Local Union No. 251  
Negotiating Committee

  
Thomas Salvatore  
Business Agent


Date: 11-17-2023

  
Fred Ramos  
Steward

Date: 11/30/23

  
Antonio Gonçalves  
Negotiating Committee Member

Date: 11/30/23

  
Thomas D. Aaron Wazlavek, Esquire  
Contract Coordinator & Business Agent

Date: 11-17-23

**APPENDIX A**

**Effective 7/1/23-6/30/26**

**POSITIONS COVERED BY AGREEMENT**

WATER FINANCIAL ADMINISTRATOR	13W
WATER INFORMATION SYSTEMS MANAGER	13W
WATER G.I.S SPECIALIST	11W
WATER SENIOR WATER PROJECT ENGINEER	13W
SOURCE WATER MANAGER	18W
WATER TRANSMISSION AND DISTRIBUTION MANAGER	18W
WATER TECHNICAL ASSISTANT SUPERVISOR	11W
WATER UTILITY SUPERVISOR (Grade 3 drinking water lic.)	11W
WATER UTILITY SUPERVISOR (Grade 4 drinking water lic.)	12W
WATER ENGINEERING MANAGER	20W
WATER CUSTOMER SERVICE MANAGER	18W
WATER ENGINEERING PROJECT MANAGER	15W

## APPENDIX B

### Schedule of Annual Pay Rates For Teamsters Union

#### SALARY SCHEDULE

In effect **JULY 1, 2023 THROUGH JUNE 30, 2024**

Grade	Step A	Step B	Step C
01W	\$40,587.26	\$43,453.93	\$46,485.18
02W	\$42,498.46	\$45,443.72	\$48,708.27
03W	\$44,408.30	\$47,596.74	\$50,935.76
04W	\$46,485.18	\$49,822.03	\$53,324.29
05W	\$48,708.27	\$52,130.04	\$55,874.38
06W	\$50,935.76	\$54,599.61	\$58,580.56
07W	\$53,324.29	\$57,227.48	\$61,283.74
08W	\$55,874.38	\$59,931.47	\$64,146.55
09W	\$58,580.56	\$62,715.15	\$67,184.69
10W	\$61,283.74	\$65,665.06	\$70,521.80
11W	\$65,227.86	\$70,179.24	\$75,451.83
12W	\$67,184.69	\$72,284.61	\$77,715.38
13W	\$70,525.36	\$75,879.50	\$81,561.70
14W	\$74,043.30	\$79,638.68	\$85,626.21
15W	\$77,715.38	\$83,594.09	\$89,914.37
16W	\$81,561.70	\$87,769.87	\$94,404.26
17W	\$83,132.23	\$89,474.95	\$96,200.47
18W	\$89,914.11	\$96,745.78	\$103,989.94
19W	\$94,404.26	\$101,538.49	\$109,172.58
20W	\$99,086.69	\$106,581.54	\$114,639.08



## APPENDIX B

### Schedule of Annual Pay Rates For

Teamsters Union

### SALARY SCHEDULE

In effect JULY 1, 2024 THROUGH JUNE 30, 2025

Grade	Step A	Step B	Step C
01W	\$41,804.88	\$44,757.55	\$47,879.74
02W	\$43,773.41	\$46,807.03	\$50,169.52
03W	\$45,740.55	\$49,024.64	\$52,463.84
04W	\$47,879.74	\$51,316.69	\$54,924.02
05W	\$50,169.52	\$53,693.94	\$57,550.61
06W	\$52,463.84	\$56,237.59	\$60,337.98
07W	\$54,924.02	\$58,944.30	\$63,122.26
08W	\$57,550.61	\$61,729.42	\$66,070.95
09W	\$60,337.98	\$64,596.60	\$69,200.24
10W	\$63,122.26	\$67,635.02	\$72,637.45
11W	\$67,184.70	\$72,284.62	\$77,715.39
12W	\$69,200.24	\$74,453.15	\$80,046.84
13W	\$72,641.12	\$78,155.88	\$84,008.55
14W	\$76,264.59	\$82,027.84	\$88,194.99
15W	\$80,046.84	\$86,101.91	\$92,611.80
16W	\$84,008.55	\$90,402.97	\$97,236.39
17W	\$85,626.20	\$92,159.20	\$99,086.49
18W	\$92,611.53	\$99,648.15	\$107,109.64
19W	\$97,236.39	\$104,584.65	\$112,447.76
20W	\$102,059.29	\$109,778.99	\$118,078.25

## APPENDIX B

### Schedule of Annual Pay Rates For

Teamsters Union

### SALARY SCHEDULE

In effect JULY 1, 2025 THROUGH JUNE 30, 2026

Grade	Step A	Step B	Step C
01W	\$43,059.03	\$46,100.27	\$49,316.13
02W	\$45,086.62	\$48,211.24	\$51,674.60
03W	\$47,112.77	\$50,495.38	\$54,037.75
04W	\$49,316.13	\$52,856.19	\$56,571.74
05W	\$51,674.60	\$55,304.76	\$59,277.13
06W	\$54,037.75	\$57,924.72	\$62,148.12
07W	\$56,571.74	\$60,712.63	\$65,015.92
08W	\$59,277.13	\$63,581.30	\$68,053.08
09W	\$62,148.12	\$66,534.50	\$71,276.24
10W	\$65,015.92	\$69,664.07	\$74,816.58
11W	\$69,200.24	\$74,453.15	\$80,046.85
12W	\$71,276.24	\$76,686.74	\$82,448.25
13W	\$74,820.36	\$80,500.56	\$86,528.80
14W	\$78,552.53	\$84,488.68	\$90,840.84
15W	\$82,448.25	\$88,684.97	\$95,390.15
16W	\$86,528.80	\$93,115.06	\$100,153.48
17W	\$88,194.98	\$94,923.98	\$102,059.08
18W	\$95,389.88	\$102,637.60	\$110,322.93
19W	\$100,153.48	\$107,722.19	\$115,821.19
20W	\$105,121.07	\$113,072.36	\$121,620.60

APPENDIX C

40040 021079



**CHECKOFF AUTHORIZATION AND ASSIGNMENT**

I, \_\_\_\_\_ (Print Name) \_\_\_\_\_, hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union \_\_\_\_\_, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union. This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive years or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the Union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my dues to revoke same.

Signature \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Employer \_\_\_\_\_

Delivered to Employer L-3074-Printed in U.S.A.  Copy to Local Union

Union dues are not deductible as charitable contributions for Federal Tax purposes.

CONTRACT BETWEEN  
R.I. COUNCIL 94, AFSCME, AFL-CIO LOCAL 1012  
  
AND  
  
THE CITY OF PAWTUCKET, RHODE ISLAND  
  
JULY 1, 2021- JUNE 30, 2024

## TABLE OF CONTENTS

ARTICLE	PAGE
AGREEMENT .....	1
PURPOSE .....	1
ARTICLE 1 .....	1
Recognition .....	1
ARTICLE 2 .....	1
Non-Discrimination.....	1
ARTICLE 3 .....	2
Union Security.....	2
ARTICLE 4 .....	3
Management Rights .....	3
ARTICLE 5 .....	3
Hours Of Work.....	3
ARTICLE 6 .....	8
Overtime.....	8
ARTICLE 7 .....	9
Holidays.....	9
ARTICLE 8 .....	10
Vacations.....	10
ARTICLE 9 .....	12
Personal Leave.....	12
ARTICLE 10 .....	12
Sick Leave.....	12
ARTICLE 11 .....	14
Bereavement Leave.....	14
ARTICLE 12 .....	14
Leave Without Pay .....	14
ARTICLE 13 .....	16
Maternity And Paternity Leave .....	16

ARTICLE 14 .....	16
Medical Insurance.....	16
ARTICLE 15 .....	19
Workers' Compensation.....	19
ARTICLE 16 .....	20
Military Leave .....	20
ARTICLE 17 .....	20
Jury Duty.....	20
ARTICLE 18 .....	20
Call Back Pay.....	20
ARTICLE 19 .....	21
Bulletin Boards.....	21
ARTICLE 20 .....	21
Union Activities .....	21
ARTICLE 21 .....	21
Compensation For Eyeglasses .....	21
ARTICLE 22 .....	22
Safety Rules.....	22
ARTICLE 23 .....	22
Inclement Weather Policy .....	22
ARTICLE 24 .....	22
Seniority .....	22
ARTICLE 25 .....	25
Postings Of Vacancies And New Jobs .....	25
ARTICLE 26 .....	28
Disciplinary Action.....	28
ARTICLE 27 .....	29
Strikes And Lockouts .....	29
ARTICLE 28 .....	29
Savings Clause.....	29
ARTICLE 29 .....	29
Shift Premium.....	29

ARTICLE 30 .....	29
Out Of Grade Payment.....	29
ARTICLE 31 .....	30
Non-Bargaining Unit Work.....	30
ARTICLE 32 .....	30
Clothing.....	30
ARTICLE 33 .....	31
Retirement Benefits.....	31
ARTICLE 34 .....	31
Longevity .....	31
ARTICLE 35 .....	32
Grievance And Arbitration Procedure.....	32
ARTICLE 36 .....	34
Wages And Classifications .....	34
ARTICLE 37 .....	34
Mileage And Parking.....	34
ARTICLE 38 .....	34
Reclassification .....	34
ARTICLE 39 .....	35
Tools.....	35
ARTICLE 40 .....	35
Life Insurance .....	35
ARTICLE 41 .....	35
Tuition Reimbursement .....	35
ARTICLE 42 .....	36
Alteration Of Agreement.....	36
ARTICLE 43 .....	36
Duration.....	36
SIGNATURES .....	37
APPENDIX A Wage Rates.....	38

## **AGREEMENT**

This Agreement entered into between the City of Pawtucket, Rhode Island, hereinafter referred to as the "Employer" and Rhode Island Council 94, of the American Federation of State, County and Municipal Employees, AFL-CIO, on behalf of the City of Pawtucket Municipal Employees, hereinafter referred to as the "Union", and Local 1012.

## **PURPOSE**

It is the purpose of this agreement to encourage and promote a harmonious and cooperative relationship between the City and its employees by providing for procedures which will facilitate free and frequent communications between the City and the employees of the City of Pawtucket.

## **ARTICLE I** **RECOGNITION**

1.1 The City of Pawtucket its successors and assigns recognizes the Union as the sole and exclusive collective bargaining representative for those employees in the defined bargaining unit for the purposes of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment.

1.2 The bargaining unit consists of all City of Pawtucket municipal employees as defined in the Rhode Island Labor Relations Board Case No. EE 1748, except those excluded under Chapter 9.4-2 of Title 28 of the General Laws of the State of Rhode Island as amended.

## **ARTICLE 2** **NON-DISCRIMINATION**

2.1 The provisions of this agreement shall apply equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, sexual orientation, sexual preference, gender identity, or any other prohibited basis of discrimination.

The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

2.2 The City agrees that it will not discriminate against, intimidate or coerce any employee on account of his Union membership or on account of his legitimate activities on behalf of the Union, nor shall the City discriminate against, intimidate or coerce any employee exercising his rights to bargain collectively through the Union.

2.3 It is the intent of the parties to conform to the provisions of the American with Disabilities Act of 1990. It is the intent of the parties to conform with the Family Medical Leave Act of 1993 subject to the terms of the Agreement.



**ARTICLE 3**  
**UNION SECURITY**

3.1 The Employer agrees to the continuance of a Union Check-off system whereby Union dues and/or Service Fee Charges, upon written authorization to the Union, will be withheld from the employee's pay at source. Such withholdings are to be transmitted by check at intervals of no greater length than thirty-one (31) days, made to the order of Rhode Island Council 94, AFSCME, and accompanied by a list of employees paid. Once the Munis system has been fully implemented, the City shall provide, on a monthly basis, to the Union Controller, an electronic reporting roster in an excel spreadsheet format.

3.2 (a) The parties agree that employees who are covered by this agreement shall have the right to voluntarily join or refrain from joining the Union.

(b) Newly hired probationary employees shall have the right to join the Union upon start of employment. The parties agree that the Employer shall have the unquestioned right to discharge probationary employees and such employees shall not have recourse to the grievance procedure. The parties also recognize that the above mentioned probationary period shall be six (6) months employment with the City.

3.3 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.

3.4 Local 1012, AFSCME, hereby agrees to indemnify the City and hold it harmless from any and all claims, demands, and the cost of litigation for any action arising from the provisions of this article.

3.5 Effective July 1, 2022, the City shall provide to the Union President and the Union Executive Director, on a quarterly basis, the following information on every employee covered by this Agreement: Name, address, phone number, birthdate, date of hire, classification and location.

3.6 The Union shall be notified of all hires, retirements, terminations, resignations, and promotions to positions outside of the Local 1012 for Local 1012 positions within fifteen (15) working days of the employment event happening.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

4.1 Except to the extent that there is contained in this Agreement express and specific terms and provisions to the contrary, or a duly established past practice in the City, all authority, power, rights, jurisdiction, and responsibilities for the management of the City are retained and reserved exclusively to the City.

The rights reserved to the City include, but are not limited to, the right to determine the overall budget and mission of the City; to maintain the efficiency and effectiveness of operations; to determine the services to be rendered and the operations to be performed; to direct and supervise and layoff employees; to suspend, discharge or otherwise discipline employees for just cause; and issue rules and regulations for the conduct of the City.

**ARTICLE 5**  
**HOURS OF WORK**

The starting and quitting time of all employees covered by this contract are as follows:

**5.1 PUBLIC WORKS DEPARTMENT**

All Public Works Departments	7:00 am – 3:30 pm (with the exceptions listed below)
Director's Office	8:30 am – 4:30 pm (35-hour employees) 7:30 am – 4:30 pm (40-hour employees)
Engineering Division	8:30 am – 4:30 pm
Highway Night Watchperson	4:00 pm – 2:00 am (Monday, Tuesday, Wednesday, Thursday)
Weekend Watch Ice Control Person	
Friday	4:00 pm – 12:00 am
Saturday	8:00 am – 12:00 am
Sunday	8:00 am – 12:00 am
Winter Watch	Eight (8) hour shift between 12:00 a.m. to 8:00 a.m. (40-hour employees) for two (2) Department of Public Works employees or two volunteers (i.e., Driver, Laborer, and/or Operator), in January and February, or as needed for operational effectiveness)

City Hall Maintenance (1st shift)	6:00 am – 2:30 pm
City Hall Maintenance (2nd shift)	2:00 pm – 10:00 pm
Senior Center Maintenance	7:30 am – 4:30 pm 1 hr lunch
Daggett Farm Attendant (weekends)	8:00 am – 5:00 pm (Saturday and Sunday)

## 5.2 RECREATION

Program Assistant 8:30 am – 4:30 pm (November 1st thru April 30th)  
(Monday thru Friday)  
11:30 am – 7:30 pm (May 1st thru October 31st) (Tuesday thru  
Saturday)

## 5.3 CITY HALL

8:30 am – 4:30 pm - One (1) hour for lunch

Effective September 5, 2022:

8:00 am – 4:30 pm - One (1) hour for lunch  
Monday, Tuesday, Wednesday

8:00 am – 6:00 pm - Two (2) hours for lunch/dinner  
Thursday

8:00 am – 12:30 pm - No lunch  
Friday

The aforementioned hours shall be the standard work hours for affected City Hall employees.

Division of Zoning and Code Enforcement  
Finance Director's office  
Accounting Division  
Collections and Disbursements Division  
Tax Assessing Division  
Office of the Municipal Court  
City Clerk's Offices  
Planning Department  
Board of Canvassers

#### 5.4 WATER DEPARTMENT

Customer Service Rep. & Agent	7:30 am – 4:00 pm ½ hr lunch
Cross Connection Control Technician	7:30 am – 4:00 pm ½ hr lunch
Water Meter Reader Service Person	7:30 am – 4:00 pm ½ hr lunch
Water Meter Service Technician	7:30 am – 4:00 pm ½ hr lunch
Finance Administrative Assistant	7:30 am – 4:00 pm ½ hr lunch
WSB Stock Clerk	7:00 am – 3:30 pm ½ hr lunch
Building Maintenance Custodian	6:00 am – 2:30 pm ½ hr lunch
Engineering Intern	7:30 am – 4:00 pm ½ hr lunch
Jr Project Engineer	7:30 am – 4:00 pm ½ hr lunch
Water Project Engineer	7:30 am – 4:00 pm ½ hr lunch
Fleet Maintenance Mechanic	7:00 am – 3:30 pm ½ hr lunch
Crew Leader	7:00 am – 3:30 pm ½ hr lunch
Utility Worker	7:00 am – 3:30 pm ½ hr lunch
Equipment Operator	7:00 am – 3:30 pm ½ hr lunch
T&D Operations Assistant	7:00 am – 3:30 pm ½ hr lunch
Source Water Technician	7:00 am – 3:30 pm ½ hr lunch
GIS/CADD Coordinator	7:30 a.m. – 4:00 pm ½ hr lunch

#### 5.5 POLICE DEPARTMENT

Clerical	8:00 am – 4:00 pm 1 hr. lunch
----------	-------------------------------

Effective September 5, 2022:

8:00 am – 4:30 pm 1 hr. lunch  
Monday, Tuesday, Wednesday

8:00 am – 6:00 pm 2 hr. lunch/dinner  
Thursday

8:00 am – 12:30 pm No lunch  
Friday

The aforementioned hours shall be the standard work hours for said clerical employees of the Police Department.

Police Signal Operator                      Three (3) shifts  
8:00 am – 4:00 pm  
4:00 pm – 12:00 Midnight  
12:00 Midnight – 8:00 am

The work schedule for Police Signal Operators shall be four (4) consecutive eight (8) hour days with two (2) consecutive rotating days off averaging thirty-seven and one-half (37½) hours per week. A one-half (½) hour paid lunch period shall be provided.

Shelter Administrator                      M-F 8:00am to 4:00pm

Animal Control Officer 1                      M-F 8:00am to 4:00pm

Animal Control Officer 2                      Sun 8:00am to 4:00pm; M-W 12:00pm to 8:00pm; Th 8:00am to 4:00pm

Animal Control Officer 3 (PT)                      Th 4:00pm to 8:00pm; Fri 1:00pm to 8:00pm; Sat 8:00am to 4:00pm

Poundkeeper A (PT)                      MTW 8:00am to 12:00pm; Sat 8:00am to 3:00pm

Poundkeeper B (PT)                      Fri 8:00am to 12:00pm; Sat 8:00am to 4:00pm; Sun 8:00 to 3:00pm

Poundkeeper C (PT)                      Fri 10:00am to 3:00pm; Sat & Sun 8:00am to 3:00pm

## 5.6 FIRE DEPARTMENT

Fire Clerks                      8:30 am – 4:30 pm 1 hr. lunch

## 5.7 LIBRARY

Administration  
Monday – Friday                      9:00 am – 5:00 pm 1 hr. lunch  
Occasional 1:30 pm – 9:00 pm ½ hr lunch

Monday – Friday 8 hrs daily between 8:00 am and 5:00 pm

**Bookmobile**

Tuesday 12:30 pm – 3:30 pm  
Wednesday 9:00 am - 1:00 pm  
Thursday 1:00 pm - 5:00 pm  
Friday 9:00 am - 1:00 pm  
Saturday 9:00 am - 1:00 pm

**Custodians**

Monday – Friday 6:00 am – 2:30 pm 1/2 hr, lunch

**Library Pages (19 hrs)**

Monday – Thursday 19 hour employees between 9:00 am and 9:00 pm  
Saturday 19 hour employees between 9:00 am and 5:00 pm

**Children’s Circulation, Reference, Computer Room, Community Engagement, and Bilingual Computer Technician**

Monday – Thursday 9:00 am – 5:00 pm 1 hr. lunch  
1:30 pm – 9:00 pm 1/2 hr. lunch  
19 hr. employees between 9:00 am and 9:00 pm  
Friday – Saturday 9:00 am – 5:00 pm 1 hr. lunch\*  
19 hr. employees between 9:00 am and 5:00 pm

\*When Saturday work is required on a rotating basis, another set day is designated as a day off.

**Technical Services**

Monday – Friday 8:00 am – 4:00 pm 1 hr. lunch  
9:00 am – 5:00 pm 1 hr. lunch  
19 hour employees between 9:00 am and 5:00 pm

**Sunday Hours**

Seasonal pursuant to availability of state funding. Paid at 1-1/2 times the regular rate of pay. 12:00 noon – 4:00 pm

5.8 (a) The standard workweek shall be thirty-five (35) and forty (40) hours per week. The City reserves the right to change hours and shifts as required for operational, seasonal, or project based needs, after mutual agreement with the Union, which will not be unreasonably denied.

(b) For the initial hours change effective September 5, 2022, for City Hall and police clerical staff, the City agrees to provide accommodations to employees with specific scheduling challenges relative to family care (family members as defined by Article 11.1), other employment, medical needs, or schooling/continuing education. If multiple employees within a division make such a request for accommodation to their division head, and it is operationally impossible to accommodate all the requests, requests will be granted in order of seniority.

(c) Upon separation of City services, all furlough days taken during the period of January 1, 2010 to June 30, 2010 shall be reimbursed to employees at the rate then in effect upon said separation. In December of 2022, all documented furlough days from the period of January 1, 2010 to June 30, 2010 shall be reimbursed to employees at the rate then in effect.

#### **5.9 CROSSING GUARDS**

All Crossing Guards shall work hours as established by the School Department Schedule. The hours shall not be changed once the school schedule has been established.

### **ARTICLE 6** **OVERTIME**

6.1 The City agrees to pay time and one-half for all hours worked over the employee's standard workday.

6.2 The City agrees to pay time and one-half for all hours worked over the employee's standard workweek.

6.3 Five (5) days shall constitute a normal workweek.

6.4 Overtime will be granted (whenever consistent with operational requirements) in accordance with seniority, but on a rotating basis by job type.

6.5 In no event will pyramiding of overtime be permitted, except that all privileges and benefits, which employees have maintained under this article shall be maintained and continued by the City during the term of this agreement.

6.6 Hours credited for holiday, vacation leave, jury duty, military leave, compensable injury and other authorized paid leave, shall be considered as time worked for the purpose of computing overtime.

6.7 In the event it becomes necessary to hold over a Police Signal Operator from one work shift to the next, the Police Signal Operator who is working the current shift with the least

seniority shall fill said assignment; however, no Police Signal Operator shall be held over to fill said assignment on consecutive days, only if a second dispatcher is on duty.

**ARTICLE 7**  
**HOLIDAYS**

7.1 The following days off with pay shall constitute the official holidays for all employees in the bargaining unit and such other days as may be declared legal holidays by the State:

New Years Day	-	January 1
Martin Luther King, Jr.'s Birthday	-	3rd Monday in January
Presidents' Day	-	3rd Monday in February
Memorial Day	-	Last Monday in May
Independence Day	-	July 4
Victory Day	-	2nd Monday in August
Labor Day	-	1st Monday in September
Columbus Day	-	2nd Monday in October
Veterans' Day	-	November 11
Thanksgiving Day	-	4th Thursday in November
Day after Thanksgiving	-	
Christmas Day	-	December 25 <sup>th</sup>

7.2 Sunday Holiday - When any authorized holiday falls on a Sunday, the following Monday shall be observed as a holiday for those employees who are normally scheduled to work Monday through Friday.

7.3 Saturday Holiday - When any authorized holiday falls on a Saturday, the prior Friday shall be observed as a holiday for those employees who are normally scheduled to work Monday through Friday.

7.4 Whenever a holiday falls on the employee's scheduled day off, the employee shall receive an additional day's pay.

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

7.6 The Mayor may designate, at his own discretion, any other day or part of any day as a holiday.

7.7 Whenever an employee works on a holiday, he or she shall receive the regular holiday pay plus time and one-half for the hours worked.

7.8 Whenever a holiday falls during a period of approved sick leave, said employee shall receive holiday pay for that day.



7.9 The following shall constitute the official holidays for the School Crossing Guards:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
Presidents' Day  
Memorial Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day following Thanksgiving Day  
Christmas Day

Crossing Guards shall receive Labor Day as a paid holiday only when the school year begins prior to Labor Day.

7.10 If new holidays are officially declared by the government, City, State, or Federal, employees covered by the provisions of this contract shall automatically receive same.

7.11 If any of the above-named holidays is abolished by an act of the General Assembly, or otherwise, during the term of this contract, said holiday shall be deleted as a paid holiday, and one additional paid floating holiday will be substituted in its place.

7.12 Employees must work the scheduled work day immediately before and the next scheduled work day immediately after a Holiday in order to receive Holiday pay, unless the employee is absent for any of the following reasons:

- a. Bona fide illness (verified by a Doctor's certificate), if required, by the Department Director.
- b. Death in the family of an employee or an employee's spouse for which bereavement leave, as described in Article 11, is granted.
- c. Any other scheduled time off as allowed in this agreement.

## **ARTICLE 8** **VACATIONS**

8.1 All full time and part time employees, with the exception of crossing guards, who have been continuously in the employ of the City for a period of six (6) months and who work a regular workweek of five (5) days, shall be entitled to a vacation leave with pay of five (5) working days or 1 calendar week, depending on the number of work days in their regularly scheduled work week.

8.2 All full time and part time employees, with the exception of crossing guards, who have been continuously in the employ of the City for a period of six (6) months and who work a special workweek which consists of less than five (5) days shall be entitled to a vacation leave with pay of one (1) calendar week, depending on the number of work days in their regularly scheduled work week.

8.3 All full time and part time employees, with the exception of crossing guards, who have completed one (1) year of continuous employment with the City shall be entitled to a vacation leave with pay of ten (10) working days with pay or two (2) calendar weeks, depending on the number of work days in their regularly scheduled work.

8.4 All full time and part time employees, with the exception of crossing guards, who have completed five (5) years of continuous employment with the City shall be entitled to a vacation leave with pay of fifteen (15) working days annually or three (3) calendar weeks depending on the number of work days in their regularly scheduled work week.

8.5 All full time and part time employees, with the exception of crossing guards, who have completed ten (10) years of continuous employment with the city shall be entitled to a vacation leave with pay of twenty (20) working days annually or four (4) calendar weeks depending on the number of work days in their regularly scheduled work week.

8.6 All full time and part time employees, with the exception of crossing guards, who have completed fifteen (15) years of continuous employment with the City shall be entitled to vacation leave with pay of twenty-five (25) working days annually or five (5) calendar weeks depending on the number of work days in their regularly scheduled work week.

8.7 All full time and part time employees, with the exception of crossing guards, who have completed twenty (20) years of continuous employment with the City shall be entitled to vacation leave with pay of thirty (30) working days annually or six (6) calendar weeks depending on the number of work days in their regularly scheduled work week.

8.8 Vacation leave may not be accumulated to exceed ten (10) calendar weeks. However, employees shall not lose time as it accrues over ten (10) weeks during the course of the fiscal year.

8.9 Employees shall not be called back to work while on vacation except for emergency work. If an employee is called back from vacation for emergency work, he or she shall receive the regular vacation pay plus time and one-half for the time he or she has worked.

8.10 Employees must give a minimum of thirty (30) days notice for vacation leave. Such leave will be granted consistent with operational requirements as determined by the City. All vacation requests must be posted in each department. The Department Head shall respond to each request between the 20th and 25th calendar day after the request has been made. Senior employees must make challenges in the event of conflicting requests no later than the twentieth (20) day. In the event of conflicts between or among employees then employees with greater seniority shall be given the choice of vacation. Notwithstanding the foregoing, once the vacation

request has been granted, employees shall not be allowed to exercise seniority rights over a less senior employee. Employees shall be allowed to request vacations up to one (1) year in advance.

8.11 Vacation leave of less than one (1) week shall be granted without a thirty (30) day notice, consistent with operational requirements, with the approval of the Department Director or the employee's Immediate Supervisor.

8.12 Vacation Selections for Police Signal Operators shall be as follows:

The vacation period in any calendar year shall run from January 1 to December 31. All vacations shall be selected in the month of December. Each Police Signal Operator shall be permitted a first selection per shift assignment by seniority. After each Police Signal Operator within the respective shift assignment has made that selection, then a second selection shall be made by seniority. "Selection" for the purposes of this section means a continuous period of time ranging from one day up to the maximum of eight (8) working days. Each employee shall have selected his/her vacation by the end of December. The completed vacation schedule shall be posted on or before January 15 of the calendar year in which all vacations are to take place.

After vacations are selected in the above-stated manner, an employee's vacation shall be selected on a first requested basis. However, with respect to this portion of the employee's vacation entitlement, an employee may not request such vacation time more than ninety-five (95) days in advance, and the request must be in writing or electronically mailed and dated.

Once an employee selects vacation days, the employee shall not be allowed to cancel said vacation days during the months of June, July and August or Christmas week, Easter week, and Thanksgiving week unless the employee can show just cause (i.e., bereavement leave, sick leave, family emergency, etc.) or financial loss or hardship.

## **ARTICLE 9** **PERSONAL LEAVE**

9.1 Employees with one (1) or more years of service shall be entitled to two (2) Personal Leave Days per year. Employees with ten (10) or more years of service shall be entitled to four (4) Personal Leave Days per year. Personal Days are to be taken in no less than 1/2 day increments.

9.2 A two (2) working day notice must be given for all requests of Personal Leave Days except in the case of an emergency. In the event of an emergency, an employee must notify his or her supervisor prior to the beginning of his or her work shift.

## **ARTICLE 10** **SICK LEAVE**

10.1 Sick leave shall be granted to all employees at the rate of one and one-quarter (1¼) working days for each full calendar month of service, which equates to fifteen (15) sick days per year. Sick leave shall be granted to all bargaining unit employees on a pro rata basis based on the

hours worked in the employee's normal work day. No sick leave accruals will be credited until the end of a newly hired employee's probationary period. At the successful completion of a newly hired employee's probationary period such sick leave accruals will be credited retroactively to the employee's date of hire.

10.2 An appointing authority shall require a physician's certificate for each sick leave with pay over an absence of more than five (5) days. Any employee who uses two (2) or more sick days without a physician's certificate in any calendar month may be subject to counseling and, if the employee's attendance does not improve, progressive discipline.

10.3 Sick leave with pay may not accrue beyond a total of one hundred fifty (150) days, and no employee shall be granted more than one hundred fifty (150) days sick leave with pay in any one calendar year. On the date of the ratification of this contract, any employee who has accrued over one hundred fifty (150) sick leave days shall be allowed to keep those additional days and shall not lose those additional days. However, once an employee's sick leave accrual decreases to an amount less than one hundred fifty (150) sick leave days, then the employee's sick leave with pay may not accrue beyond a total of one hundred fifty (150) days.

10.4 Sick leave is hereby defined to mean the absence from duty of any employee because of illness, bodily injury or exposure to contagious disease.

10.5 Sick leave may also be granted for attendance upon a member of the family within the household of the employee whose illness requires the care of such employee, provided that not more than seven (7) days with pay shall be granted to employees for this purpose in any one calendar year.

10.6 When an employee finds it necessary to be absent for any of the reasons specified in this article, he shall cause the fact to be reported to his Department Head or immediate supervisor before the beginning of his daily duties. Sick leave may not be granted unless such report has been made.

10.7 Sick time abuse is defined as an employee using sick time for any purpose other than that allowed under this Agreement, or any other circumstance in which the employee's use of sick leave is suspect. If an employee is deemed to have abused sick leave privileges, the appointing authority may suspend the employee's privilege for sick leave pay for such period of time as the appointing authority determines necessary to deter the employee from again abusing such privilege. The determination of the appointing authority shall be subject to the grievance procedure in accordance with this agreement.

10.8 Upon retirement or termination, except for just cause, any employee having to his or her credit unused sick leave, shall be entitled to a lump sum payment equivalent to fifty (50%) percent of his or her accumulated unused sick leave. Upon death, any employee having to his or her credit unused sick leave shall be entitled to have paid to a designated beneficiary a lump sum payment equivalent to fifty (50%) percent of his or her accumulated unused sick leave. The aforementioned payments shall be based upon a daily rate of one-fifth (1/5) of the employee's regular weekly salary at the time of his or her death or retirement. Each employee is required to

furnish on a form provided by the Personnel Office the name or names of the designated beneficiary or beneficiaries of the foregoing death benefit.

10.9 Employees, who during the preceding year, have not had any absences due to normal illness shall be entitled to three (3) additional personal days. Employees who are absent due to normal illness of not more than one (1) day shall be entitled to two (2) personal days. Employees who are absent due to normal illness of not more than two (2) days shall be entitled to one (1) personal day. Absences due to family illness shall be charged in accordance with the above mentioned schedule. Employees who do earn additional personal days shall be entitled to take them with the permission of their department head in the next fiscal year.

**ARTICLE 11**  
**BEREAVEMENT LEAVE**

11.1 In the case of death of a mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, foster parents, foster children, stepchildren, stepparents, grandchild, or domestic partners as defined in the City's policy regarding medical insurance, all employees covered by this agreement shall be entitled to a leave of absence with pay, for a maximum of five (5) days, from the time of notification of death to and including the day following the burial of the deceased. Where unusual travel conditions exist, or extenuating circumstances occur, such period may be extended at the discretion of the employee's department head.

11.2 In the case of death of an aunt, uncle, niece, nephew, grandfather, or grandmother, all employees covered by this agreement shall be entitled to a leave of absence with pay, for a maximum of three (3) days, from the time of notification of death to and including the day following the burial of the deceased. Where unusual travel conditions exist, or extenuating circumstances occur, such period may be extended at the discretion of the employee's department head.

11.3 In the case of employees espousing faiths which have varying and different death customs, leave shall be provided to such employee in accordance with the custom of his particular faith.

11.4 In the case of death of a relative other than as provided above, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of said person and such request shall not be unreasonably denied.

11.5 It is understood that the relatives listed in the above articles includes the same type of relative of the employee's spouse/domestic partner.

**ARTICLE 12**  
**LEAVE WITHOUT PAY**

12.1 Upon written application, a permanent employee may be granted a leave of absence without pay for a period of up to one (1) year for reason of personal injury or illness, or for other purposes deemed eligible, subject to the written approval of the appointing authority and Personnel Director provided, however, that a leave of absence without pay in excess of one (1)

year may be granted at the discretion of the City. An employee shall submit written notification to the Employer of the anticipated duration of the leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. The Personnel Director shall respond to the leave request within one (1) week of written notification of the requested leave. In the event the employee does not apply for authorized leave without pay, within two (2) weeks after he or she has exhausted his or her sick leave benefits, he or she shall be considered as terminating his services with the City and all fringe benefits shall cease.

Upon the expiration of such approved leave of absence, the employee shall be reinstated to the position which he or she occupied at the time the leave was granted. If that position has been abolished or eliminated while the employee is on leave without pay then the employee will be subject to lay-off according to the provisions of this Agreement. Failure of an employee to report for duty promptly at the expiration of the approved leave of absence shall be just cause for dismissal. If necessary to the efficient conduct of the business of the City, an employee on leave may be notified to return prior to the expiration of the leave. Should he or she fail to return within ten (10) working days, the Director shall declare the position vacant and shall fill the position according to the provisions of this agreement.

12.2 If a permanent employee heretofore granted a leave of absence desires reinstatement to the position held by him or her at the time the leave was granted, said employee shall notify his or her appointing authority in writing of his or her desire to return to the position, prior to the expiration of his or her granted leave of absence, and said permanent employee shall be reinstated prior to the expiration of the leave of absence granted to him or her to the position occupied by him or her at the time said leave of absence was granted to him or her.

12.3 When an employee, through injury or illness, has exhausted his or her sick leave or other benefits and has been granted authorized leave without pay, based upon his or her physician's recommendations, the City shall continue his medical insurance as though the employee was on the payroll for a period not to exceed one (1) year from the date of the last payroll check. This provision shall not apply to an employee of the City who incurs an injury or illness while working for an employer other than the City.

12.4 Employees will be responsible for paying their required weekly medical insurance co-payments during any period of paid or unpaid leave, and any failure to do so may result in the termination of medical insurance benefits.

12.5 Employees on unpaid leave will not accrue sick time or vacation and longevity will be prorated to the actual time of service from the employee's last anniversary date.

12.6 It is the intent of the parties that the provisions of this Article shall be, at a minimum, in conformance with the Family Medical Leave Act ("FMLA") and the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA") and that the parties agree to comply the FMLA and the RIPFMLA.

**ARTICLE 13**  
**MATERNITY AND PATERNITY LEAVE**

13.1 A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for any time she is unable to work for medical reasons.

13.2 At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position. If the position has been abolished or eliminated then the employee will be subject to being laid off according to the provisions of this Agreement.

13.3 It is agreed that pregnant employees who have exhausted their sick leave accruals or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the Employer of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a maximum period of one (1) year and may be extended by mutual consent; and an early return by the employee may be made upon written notice of two (2) weeks to the Employer.

13.4 A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties, and her continuance at work does not deprive her fellow employees of their contractual rights.

13.5 Employees shall also be granted leaves under this article in the event of the adoption of a child or the placement of a child with the employee for foster care.

13.6 It is the intent of the parties that the provisions of this Article shall, at a minimum, be in conformance with the Family Medical Leave Act ("FMLA") and the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA") and that the parties agree to comply with the the FMLA and the RIPFMLA.

13.7 Employees, who so request, shall be granted paternity leave for a period of up to twelve (12) months. Employees who request paternity leave shall give at least two (2) weeks advance notice, if possible, of the commencement of the leave period.

**ARTICLE 14**  
**MEDICAL INSURANCE**

14.1 The City agrees to pay the cost of Medical Insurance\*, individual or family coverage, whichever is appropriate for all employees who work 35 or 40 hour week schedules.

Employees shall receive the health benefits described in "Benefit Booklet, City of Pawtucket Group #1187-0004," edition "LG-COC/SOB-3-2021-BX" HealthMate Coast-to-Coast, provided, however, that the City agrees to provide the current health and dental benefits, Basic Vision Riders, and point of service co-pays in effect as of July 1, 2021.

Employees shall contribute on a weekly basis toward the cost of these benefits. From July 1, 2021 to June 30, 2023, an employee's weekly contribution shall amount to 20% of the working rate (however, such amount shall not exceed the amounts indicated in the following chart) and the City shall contribute the balance of the working rate due:

Maximum Weekly Contribution

<u>Date</u>	<u>For Family Coverage</u>	<u>For Individual Coverage</u>
Effective July 1, 2021	\$56.00	\$28.00
Effective July 1, 2022	\$63.00	\$31.00

Effective July 1, 2023, an employee's weekly contribution shall amount to a straight 12% of the working rate and the City shall contribute the balance of the working rate due.

\*Employees who work less than 35 or 40 hour week schedules as of June 30, 1996 shall continue to have the above-referenced coverage so long as they remain in their jobs.

Employees will be responsible for paying their normal share of health insurance premium payments during any period of paid or unpaid leave. Failure to do so may result in the termination of benefits.

14.2 The City agrees to pay the full cost of Dental insurance, individual or family coverage, whichever is requested. Dental insurance shall include levels I, II, III, and IV. The dental coverage to be provided shall be described in the dental summary for the City of Pawtucket as Dental Premier, Group ID 1247-002, Plan type-National Coverage currently in effect as of July 1, 2021 .

14.3 Any employee may elect a substitute health plan, provided that said employee shall be responsible for any sum and/or medical treatment that the aforesaid Plan does not cover.

14.4 If a married couple, or the two persons making up a recognized domestic partnership, are both employees of the City, the City will pay for family coverage for one employee and the other will be covered as an individual.

14.5 Medical Insurance coverage as described above will be paid by the City for retirees who were active employees of the City prior to July 1, 2017 and who achieved a minimum of ten (10) years of employment with the City as of the date of their retirement. Coverage for these retirees will be in effect from ages fifty-eight (58) through sixty-five (65). Medical Insurance coverage as described above will be paid by the City for retirees who were hired after July 1, 2017 and who achieve a minimum of fifteen (15) years of employment with the City as of the date of their retirement. Coverage for these retirees will be in effect from ages sixty-two (62) through sixty-five (65). Employees who retire with thirty (30) or more years of service with the City shall receive the above medical coverage starting at the time of retirement. Any employee who has been approved by the ERSRI Retirement Board for an Accidental Disability Retirement shall receive the above medical coverage starting at the time of retirement. Employees hired prior



to January 1, 2010 shall not be required to pay a premium co-pay for medical coverage at retirement. Effective January 1, 2010 new employees shall be required to pay a premium co-pay at the same rate as active employees.

The City will provide medical coverage to retirees for life when they reach age 65 with Group Plan 65, according to all eligible services, exclusions and limitations as detailed in "Group Plan 65 Subscriber Agreement". Retirees shall have the one time option to enroll in Blue MedicareRx 7/25/40 with the full cost to be paid by retirees.

14.6 Employees who so choose shall have the option of receiving a cash payment in lieu of Medical and/or Dental coverage. In the event an employee elects not to be furnished with medical insurance pursuant to this section, the City will reimburse said employee the amount of one thousand dollars (\$1,000.00) for Individual Coverage and three thousand dollars (\$3,000.00) for Family Coverage and/or one hundred dollars (100.00) for an Individual Dental Plan or three hundred dollars (\$300.00) for a Family Dental Plan each fiscal year.

Employees who elect this option shall receive the following amount of money on the last pay day of November of each year.

<u>COVERAGE WAIVED</u>	<u>AMOUNT RECEIVED</u>
Family Medical Plan	\$3,000.00
Family Dental Plan	\$ 300.00
Individual Medical Plan	\$1,000.00
Individual Dental Plan	\$ 100.00

However, if an employee covered by this Agreement has a spouse, or domestic partner, who is also employed by the City (including the Pawtucket School Department or the Pawtucket Water Supply Board), or who is a retired City employee, and such employee has City-paid medical insurance by virtue of their City employed spouse, or domestic partner, or retired spouse or domestic partner, and such employee elects not to be furnished with medical insurance pursuant to this section, then said employee shall not receive a cash payment in lieu of Medical and/or Dental coverage.

14.7 When an employee, has been granted authorized leave without pay his/her medical insurance shall be borne by the City for a period of one (1) year from the date of the last payroll check.

14.8 The City may seek alternate health insurance which will provide bargaining unit members with the same level of coverage set forth herein. In such case, the City will obtain the Union's permission to change health care providers which permission will not unreasonably be withheld. The Union agrees to consider proposals for alternative equivalent plans during the term of this contract and to discuss implementing such plans with the City.

**ARTICLE 15**  
**WORKERS' COMPENSATION**

15.1 In the event an individual covered by this contract is injured on the job and is collecting Workers' Compensation benefits as a result thereof, he or she will accrue his or her sick leave and vacation leave at 100% of the normal rate for the period for the first six (6) months he or she is out of work. Thereafter, the accrual rate shall be 50% up to a maximum duration of another six (6) months. Any vacation or sick leave accrued during the period of time an employee is out of work due to a Workers' Compensation injury or illness shall be credited to the employee within thirty (30) days of his or her return to work.

15.2 Employees will be paid the total longevity benefit to which they have been entitled on the date they would have received the benefit if they had not been out of work due to Worker's Compensation.

15.3 An employee who suffers an on the job injury shall be entitled to return to his or her former position within twenty-four (24) months from his or her date of injury. Employees who are injured in the line of duty shall be afforded a reasonable accommodation, upon request and description of such need, under the Americans with Disabilities Act during the period of illness or injury and recovery in order to ensure compliance with the Americans with Disabilities Act.

15.4 During the period of time an employee is absent from his or her job as a result of an on the job injury, the City may hire a substitute to fill the vacancy created by the absence of the injured employee at the injured employee's rate of pay. Said substitute employee shall have the option to join the bargaining unit, and have all rights, duties and benefits accorded City employees under the Collective Bargaining Agreement, except that City paid health benefits will commence after the substitute employee has completed six (6) months employment with the City. Said substitute may be laid off upon the return of the injured employee. Upon such layoff, however, said substitute employee shall have layoff/recall rights as defined and described in the Collective Bargaining Agreement between the parties for a period of three years from date of layoff. Such temporary positions shall be offered to current bargaining unit employees on layoff prior to hiring substitutes from outside the bargaining unit.

15.5 Each person substituting for an employee injured on the job shall be informed by the City of the temporary status of the position being offered. Newly hired substitute employees shall be considered probationary employees. However, substitute employees recalled from layoff will be entitled to all contractual benefits and not be considered probationary employees unless they have not completed their initial six (6) month probationary period with the City.

15.6 The City may on a case-by-case basis offer modified or light duty to employees who sustain a work-related injury. The City will inform the Union in advance whenever this situation arises.

15.7 The City and the Union recognize the desirability of modified assignments as a means of returning injured bargaining unit employees to productive employment.

Based upon receipt of clearly defined medical verification of the limitations of the employee to perform the regular duties of the job, the Personnel Director, the employee, and a representative of the Union will review and decide the placement of the injured employee in a position that will accommodate both the limitations of the employee and the needs of the City.

The employee affected by this article will continue to receive his rate of pay, and if temporarily transferred to a higher paying position will receive out of class pay.

This transfer to transitional duty will be reviewed periodically and should not exceed a ninety (90) day period.

Once released by the treating physician, the employee may be subject to a fitness for duty test.

#### **ARTICLE 16** **MILITARY LEAVE**

16.1 Employees who by reason of membership in the United States Military Reserves or the Rhode Island National Guard are ordered by the appropriate authorities to attend a training period of encampment under the supervision of the United States Armed Forces, shall be granted leave of absence with pay not to exceed fifteen (15) days annually, from their position during the actual duration of such activity. During this period of leave described above, employees shall accrue sick and vacation leave as though actually employed.

#### **ARTICLE 17** **JURY DUTY**

17.1 All employees covered by this agreement who are ordered to report for jury duty shall be granted leave of absence with pay during the duration of such duty. All employees shall furnish proof that they have been ordered to jury duty. During this period of leave described above, employees shall accrue sick and vacation leave as though actually employed.

#### **ARTICLE 18** **CALL BACK PAY**

18.1 Any employee who is called back to duty after the completion of the regular shift shall receive a minimum of four (4) hours work or four (4) hours pay at the rate of time and one-half. Employees asked, prior to the end of their shift, to continue working beyond their regular shift, shall be paid for the actual hours worked.

18.2 Employees called back specifically for snow plowing operations are as above entitled to a four (4) hours minimum at time and one-half. If the period of their call back is less than four (4) hours at the start of their normal duty day, they will first complete the four (4) hours. If the call back is more than four (4) hours and duty continues into the normal working

day, the employee will receive his call back plus up to a maximum of four (4) additional hours at time and one-half for time actually worked in snow plowing operations.

**ARTICLE 19**  
**BULLETIN BOARDS**

19.1 The City agrees to provide bulletin board space where notices of union business matters may be posted.

**ARTICLE 20**  
**UNION ACTIVITIES**

20.1 Delegates not to exceed four (4) in number to attend International, Regional, State Conventions and when necessary, Local Union Meetings, Council 94 Meetings, or court hearings, with pay during working hours. The Union President shall be allowed to attend Workers' Compensation Hearings.

20.2 Time off for grievance activities shall be strictly adhered to. Excluding grievants and witnesses, a maximum of four (4) Union Officers, Stewards, and Safety Committee members shall be granted time off during working hours without loss of pay for actual time spent in processing grievances and other Union business with City officials. This provision shall not apply to negotiating meetings. The Union Negotiating Team shall be granted time off with pay during working hours for time spent during negotiations with the City. Up to five (5) Union officers shall be allowed for arbitration hearings.

20.3 The City does not authorize time off for any other Union activity unless approval has been given by the Personnel Director.

20.4 The Union shall furnish the City with a written list of its officers immediately after their designation and shall notify the City of any change in such officers.

20.5 Supervisors shall keep an accurate log of actual time spent on Union Business. This section shall also apply to any employee required to leave work for Union business.

**ARTICLE 21**  
**COMPENSATION FOR EYEGLASSES**

21.1 When an employee has damaged his or her eyeglasses on City connected work, the City shall replace such eyeglasses upon adequate proof that said eyeglasses were damaged in the course of the employee's duties and was in no way attributable to the employee's fault or negligence.

21.2 All employees who engage in manual labor will when necessary wear restraining straps which shall be supplied by the City.

**ARTICLE 22**  
**SAFETY RULES**

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

22.2 Should an employee complain that his work requires him or her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by a representative of the City. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure.

22.3 A safety Committee shall be appointed by the Mayor and three (3) members of said committee shall be members of the Union elected by the Local Union.

22.4 The City and the Union shall cooperate in the enforcement of a drug-free work place policy. The City and the Union agree to fully cooperate in the enforcement of the Federal Transit Administration regulations that deal with Safety Sensitive employees and a drug-free work place.

**ARTICLE 23**  
**INCLEMENT WEATHER POLICY**

23.1 It is agreed that the City will post an inclement weather policy on the City's bulletin boards in each Division and by citywide email.

23.2 In the event the City closes City offices due to inclement weather prior to the start of or during the workday, then all employees will be excused from work without loss of pay.

23.3 Notwithstanding the above, the City has the right to designate personnel who will be required to work during inclement weather circumstances as described above.

23.4 Personnel who work when other bargaining unit employees are excused from work under the provisions of this clause shall be paid at the rate of time and one half the regular rate of pay.

**ARTICLE 24**  
**SENIORITY**

24.1 Seniority shall be the relative status of employees with respect to length of service in the bargaining unit calculated from the employee's last date of hire or re-entry into the bargaining unit.

24.2 New employees shall be considered probationary employees for a period of six (6) months with seniority from date of hire.

24.3 A seniority list showing the seniority status of employees shall be compiled and thereafter corrected every six (6) months when necessary. Two (2) copies of the list shall be

given to the Union. In the event two (2) or more employees are hired on the same date, seniority shall be determined by a tiebreaker conducted by the Union. An official record of the result of the tiebreaker shall be kept in the Personnel Division.

24.4 The City agrees with the concept of seniority and qualifications and further agrees that the principle shall be applied, but not be limited to, layoffs, recalls, shift preference, preferred vacancies, vacation schedules, and job assignments.

24.5 Four (4) Local Union Officers (President, Vice President, Recording Secretary, and Secretary Treasurer) shall, during their term of office, have top seniority for layoff and recall purposes only.

24.6 An employee shall forfeit all seniority rights accrued to him or her in the event that:

- (a) He or she is discharged for just cause;
- (b) He or she terminates his or her employment voluntarily;
- (c) He or she fails to return to work upon the expiration of a leave of absence;
- (d) He or she fails to return to work when recalled under the provisions of paragraph 7;
- (e) His or her layoff exceeds the time prescribed in paragraph 6;
- (f) He or she engages in other work while on a leave of absence without the consent of the City and the Union.

24.7 Whenever layoffs are contemplated by the City, if reasonably possible, the Union shall be afforded an opportunity to meet and confer with City officials, in advance of implementation of said layoffs, in order to discuss the circumstances requiring the layoffs and also any proposed alternatives to the layoffs.

24.8 Whenever layoffs are necessary, employees will be laid off on the basis of their seniority by job classification and shift in the affected Division. The workers with the least seniority in an affected job classification and shift within their Division shall be laid off first, with the ensuing layoffs occurring in the affected job classification and shift in the Division in reverse order of seniority. It is further recognized by the Parties that seniority, as referenced above, shall mean total seniority in the bargaining unit and not seniority within an employee's classification, shift, Division, or Department.

24.9 Employees shall be guaranteed at least ten (10) working days notice before being laid off. If the City chooses to implement a layoff without providing the aforementioned notice, the employee will be paid his or her salary for the days that he or she would have worked had full notice been given. The layoff notices shall contain, at a minimum, a statement for the reason for the layoff, a statement of the effective date of the layoff, a statement of an employee's "bumping rights", and a statement of re-employment rights. The Union President shall receive concurrent notice of all individual layoff notices.

24.10 Employees subject to layoff shall have the right to bump a junior employee providing he or she is currently qualified and able to assume and perform the duties of the position he or she is bumping into after a minimal orientation session is provided by the City.

Nothing contained herein shall require the City to train employees for positions that they bump into but for which they are not qualified, or for work that they are unable to perform at the time of their bump.

When an employee, who is about to be laid off, exercises his or her bumping rights, such employee must bump the employee with the least seniority in the classification and shift into which he or she is bumping.

Employees whose jobs are abolished or eliminated shall be permitted to exercise their seniority rights and bump a junior employee according to the applicable provisions of this Agreement.

In the event an employee bumps into a position, the work of which he or she is unable to perform, then the employee shall have the right to exercise one additional bump.

Part time employees may bump into full time positions, and full time employees may bump into part time positions.

An employee who bumps into a bargaining unit position shall have up to ten (10) working days to decide whether or not he or she would like to remain in the bumped position, exercise a second and final bump, or take the layoff. Likewise, the City shall have the same ten (10) working day period to decide whether or not to accept the bumping employee in his or her new position.

Once an employee is permanently awarded a position, into which he or she has bumped, the employee shall not have any recall rights to his or her former position from which he or she was laid off unless he or she bids back into the position.

24.11 Employees with permanent status will not be separated from City service through a layoff action without first being offered positions that they have the skills and abilities to perform that are currently held by temporary or probationary employees. Temporary employees will be separated from employment before probationary employees.

24.12 Whenever it becomes necessary to increase the working force, laid off employees shall be recalled in the inverse order of their layoff before any new employee is hired. Laid off employees shall retain recall rights for three (3) years from date of layoff.

24.13 Employees on the recall list shall be offered any temporary positions for which they are qualified and still retain recall rights to his or her former position. A worker who has been laid off and has been placed on a recall list shall be eligible, during the time the worker is on the recall list, to bid on jobs.

24.14 An employee, who is laid off while on approved leave, shall receive notice at the time as provided in this Article. When an employee returns from approved leave to a position that has been eliminated or abolished, the employee shall have the right to exercise bumping and layoff rights as provided in the Article.

24.15 Employees subject to recall shall be notified by the City by certified mail, return receipt requested. A copy of such recall letter shall be given to the Local Union President.

24.16 The employee shall have seven (7) working days subsequent to the date of signature of the return receipt in which to notify the City that he or she will return to work. Such certified letter shall be mailed to the employee's last known address.

24.17 Should a dispute arise over the application of the seniority rule, the grievance procedure shall be applicable.

24.18 When employees bid on a job or bump into a position under the provisions of this article or Article 25, then the rate of pay shall be one (1) Letter Step higher for the new position than the employee had for the prior position held. For example, A becomes B and B becomes C. C would remain C in the higher rated position.

## **ARTICLE 25** **POSTINGS OF VACANCIES AND NEW JOBS**

25.1 The City agrees to post all bargaining unit vacancies and new positions on all Department bulletin boards within seven (7) working days for internal and external bids. The following selection order will be applied for filling positions:

- (1) Qualified bargaining unit members;
- (2) Applicants from outside of the bargaining unit, if no bargaining unit member is qualified.

Vacancies and new positions which do not require posting are:

- (a) Positions not included within the bargaining unit.
- (b) Positions which will remain vacant.

The President of the Union shall be notified in writing of any job that the City does not intend to fill within seven (7) working days of the position becoming vacant.

When a position becomes vacant, and the City desires to change the job specifications and/or job duties of the existing position, the Union will be notified in writing. If requested, the City will meet and discuss the proposed changes with the Union.

25.2 When a position covered by this agreement becomes vacant such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. Employees interested shall apply in writing within the seven (7) working day period. The City shall permit the applicant with the most seniority and minimum qualifications to train for the position for twenty (20) days prior to the administering of the test for the position. In the event an employee returns to his or her position for any reason, the City shall allow the next senior employee to move into



the position and so on. The job will be reposted only after the top five (5) senior employees on the list for the position is exhausted.

25.3 When a job has been posted and an employee has been awarded the job the employee shall be placed in the vacancy within seven (7) days.

25.4 If no internal bargaining unit applicant is qualified or applies for the position, the City may fill the position from outside the bargaining unit as long as the outside applicant meets the minimum qualifications for the position.

25.5 The City and the Union agree that employees who bid on jobs must have the minimum qualifications as required by State or Federal Law to bid on jobs. Bargaining unit employees must have and maintain as current, valid and in good standing all licenses and/or certifications which are required for the position, and which the City shall reimburse or pay.

25.6 No employee may successfully bid more than one (1) time in any twelve (12) month period. This provision can be waived by mutual agreement between the Union and the City in the event that no other bidding employee is qualified to fill a posted vacancy. For purposes of this section, the twelve (12) month limitation on successful bids shall not apply in cases where the job to which an employee successfully bids has a higher rate of pay or a preferred shift.

25.7 Water Supply Board Employees in the following positions must have or obtain within one (1) year and maintain while in the position all licenses required by State and Federal Drinking Water Laws and Regulations as well as the position's job description:

- a) Fleet Mechanic
  - Maintain a valid commercial driver's license
  - Obtain welders license within one year
  - Possess and maintain a valid state vehicle inspection license.
  - Must be ASE certified in basic mechanic skill, front end, suspension and engine repair in automobile/light truck and medium/heavy duty trucks and have ability to obtain within one-year ASE certification on Air Condition, Wiring, Ignition Systems and Hydraulic Systems.
- b) Crew Leader
  - Must obtain a RI Water Distribution Operators License Grade 3D within a year of hire
  - Valid Commercial Drivers' License (CDL)
  - Possess or obtain within one year of hire an OSHA Competent Person Certification
- c) Equipment Operator
  - Rhode Island Grade 1D Public Water Supply Transmission and Distribution Operators License or said license to be obtained within one year of employment.
  - OSHA Competent Person Certification (or to be obtained within one year of hire )
  - Heavy Equipment License for backhoe operation

- Commercial Drivers' License (CDL)
- d) Cross Connection Control Technician
- Certification for Cross Connection Control Surveyor
  - Must have and maintain a valid RI Driver's License.
  - Must be certified for Testing Backflow Devices or have the ability to obtain certification within one year.
- e) Meter Service Technician
- Valid Drivers' license
  - Certification for cross connection control surveyor or obtain within one year of hire.
- f) Source Water Maintenance Technician
- RI CDL Driver's License
  - RI DOH Drinking Water Operator License T1 and D1 within one year
  - DEM Pesticide Application License within one year
- g) Jr Project Engineer
- Valid drivers' license.
  - State of RI Water Distribution Operators' License Grade II, or required to obtain said license within one year of employment. Operator is responsible for maintaining license.
- h) Project Engineer
- Valid drivers' license
  - State of RI Water Distribution Operators' License Grade III, or required to obtain said license within one year of employment. Operator is responsible for maintaining license.

25.8 Applicant list(s) shall be established for general positions to be used when bargaining unit members are out of work for extended periods of time due to illness or an approved leave of absence. Any applicant that wishes to be placed on the applicant list shall do so by filing the appropriate application form with the Personnel Office. The applicants may be interviewed and tested as needed. The City is not bound to select applicants from this list to fill vacancies as described in 25.1. The City may establish an applicant list(s) for the following:

- (a) Crossing Guards
- (b) Laborers

**ARTICLE 26**  
**DISCIPLINARY ACTION**

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

26.2 (a) After a period of twelve (12) months, verbal warnings shall be expunged from the employee's personnel record.

(b) After a period of eighteen (18) months, written reprimands shall be expunged from the employee's personnel records.

26.3 The contents of an employee's personnel record shall be disclosed to the employee upon his or her request and shall also be disclosed to the employee's Union Representative subject to the employee's permission.

26.4 In the event the Employer desires to formally counsel an employee, in order to improve the employee's work performance, or to issue discipline, such counseling or discipline shall be conducted in the presence of the Union President or his or her designee. Any employee who is to be formally counseled or disciplined by the Employer shall receive a three (3) day written notice prior to such counseling or disciplinary hearing.

An employee shall, at all times, have a Union representative present to advise and/or assist the employee during any formal counseling or disciplinary investigation hearing in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination hearing in which suspension or dismissal of the employee is being considered. The purpose of the disciplinary investigation will be explained to the employee at the beginning of the hearing.

26.5 Where appropriate, disciplinary action may include the following:

- Verbal Warning
- Written Reprimand
- Suspension
- Termination

26.6 When disciplinary action is to be implemented, the City shall within five (5) working days, notify the employee at the employee's last known address, and the Union, in writing, of the specific reasons for such action.

**ARTICLE 27**  
**STRIKES AND LOCKOUTS**

27.1 The Union or the employee will not cause, call or sanction any strike, work stoppage, or slow down, nor will the City lockout its employees during the term of this Agreement.

**ARTICLE 28**  
**SAVINGS CLAUSE**

28.1 If any portion of this agreement shall be found to be inconsistent with the law, such portion shall be ineffective and the remainder of this agreement shall remain in full force and effect.

**ARTICLE 29**  
**SHIFT PREMIUM**

29.1 Any employee covered by this agreement who works a regularly scheduled second shift shall receive a seventy-five (\$0.75) cents per hour differential increase in pay. Effective July 1, 2022, any employee covered by this agreement who works a regularly scheduled second shift shall receive a one (\$1.00) dollar per hour differential increase in pay.

29.2 Any employee who works a regularly scheduled third shift shall receive a one dollar (\$1.00) dollar per hour differential increase in pay. Effective July 1, 2022, any employee who works a regularly scheduled third shift shall receive a one and 25/100 (\$1.25) dollar per hour differential increase in pay.

29.3 All shift premiums shall be included in all paid leaves.

29.4 Employees who are required to be on call during hours which they are not regularly scheduled to work shall receive a \$15.00 per week premium. Effective July 1, 2022, employees who are required to be on call during hours which they are not regularly scheduled to work shall receive a \$20.00 per week premium.

**ARTICLE 30**  
**OUT OF GRADE PAYMENT**

30.1 (a) Employees requested to work in a lower classification shall receive the rate of pay of the position from which they are transferred.

(b) Any employee authorized to work out of grade, and performing the required duties of a higher rated classification, shall receive the rate of pay for the higher rated classification he or she is working in for the hours that employee worked in the higher classification. The rate of pay shall be at the same step that he or she is paid in his or her current position.

(c) Any employee whose rate of pay is less than an Equipment Operator II rate of pay shall receive the rate of pay of Equipment Operator II when that employee engages in snow plowing and sanding using equipment other than pickup trucks.

30.2 No bargaining unit employees shall be placed in any City position outside the bargaining unit unless required as the result of an approved leave of absence.

### **ARTICLE 31** **NON-BARGAINING UNIT WORK**

31.1 No person outside the bargaining unit shall perform work normally done by employees in the bargaining unit, except in cases of emergency.

31.2 Nothing in this section shall be construed so as to prohibit work performed by properly trained students who as part of their studies curriculum are placed for a specific term as part of an internship placement, so long as bargaining unit duties are not supplanted.

31.3 Nothing in this section shall be construed so as to prohibit any person or organization from volunteering time or services for the betterment of the City. Notwithstanding the above, no person or volunteers shall be used to perform bargaining unit work while employees who perform said work are on layoff. Whenever possible, the union will be notified in advance of volunteers working in the bargaining unit's jurisdiction.

### **ARTICLE 32** **CLOTHING**

32.1 The City agrees to furnish uniforms to employees of the Public Works and Water Supply Board, who through the nature of their work, are required to be identified by the public on sight. Protective clothing shall be furnished to employees who by nature of a particular job may damage their own clothing.

32.2 The City of Pawtucket agrees to furnish to all bargaining unit members employed by the Public Works Department and Water Supply Board, work clothing in the amount of one hundred twenty-five (\$125.00) dollars. Effective July 1, 2022, the City of Pawtucket agrees to furnish to all bargaining unit members employed by the Public Works Department and Water Supply Board, work clothing in the amount of two hundred (\$200.00) dollars.

32.3 Effective July 1, 2022, the City of Pawtucket agrees to furnish to all bargaining unit members employed by the Animal Shelter, work clothing in the amount of five hundred (\$500.00) dollars for full time employees and two hundred fifty (\$250.00) dollars for part time employees.

32.4 Crossing Guards shall receive an annual allowance of two hundred seventy-five (\$275.00) dollars which allowance shall be used solely for cleaning and pressing of uniforms which shall be paid by October 30th of each year. The City shall replace articles as damaged in

the ordinary course of the employee's duties and shall give a new issue of clothing every five (5) years.

32.5 Employees covered in paragraphs 1-4 of this article are required during working hours to wear the full uniform as issued by the City. Exceptions to the above will be mutually agreed upon by the parties.

**ARTICLE 33**  
**RETIREMENT BENEFITS**  
**(OPEB Trust Contribution)**

33.1 Employees covered by this Agreement shall be participants in the R.I. Municipal Employees' Retirement System.

33.2 Employees who retire shall be allowed to participate in the Group Life Insurance plan as specified in Article 40 of this agreement, at their own expense, subject to insurance carrier rules. Employees who retire after July 1, 2022, shall be allowed to retain and purchase fifty thousand dollars (\$50,000.00) worth of Life Insurance, decreasing to thirty thousand dollars (\$30,000.00) after age seventy (70) at the same group rate that the City is paying for their present employees.

33.3 Effective July 1, 1993 the "Plan C" COLA provision shall be included in the pension program of the R.I. Municipal Employees' Retirement System.

33.4 Effective July 1, 2021, all employees shall have deducted from their weekly compensation the monetary equivalent of 0.25% of their salary, which money shall be applied by the City for the Other Post-Employment Benefits ("OPEB") provided herein.

**ARTICLE 34**  
**LONGEVITY**

34.1 (a) Except as hereinafter provided in paragraph (b), all employees covered by this Agreement shall be entitled to longevity payments after serving as an employee of the City for a period of five (5) years, including probation. Payment for longevity shall be in accordance with the schedules hereinafter set forth. Longevity payment shall be paid at the following percentage rates on employee's base annual pay for his or her permanent class of position. Time in service shall be considered from the last date of hire.

0-4 years	0%
5-9 years	7%
10-14 years	8%
15-19 years	9%
20-24 years	10%
25 years & Over	11%

(b) All employees hired AFTER November 17, 2014, but BEFORE July 11, 2018, shall have the following longevity schedule:

0-7 years	0%
8-12 years	7%
13-17 years	8%
18-22 years	9%
23-24 years	10%
25 years & Over	11%

(c) All employees hired AFTER July 11, 2018 shall not receive longevity payments.

34.2 Any employee entitled to longevity payments shall be paid the same in one (1) lump sum on an annual basis the first pay period after an employee's anniversary date of hire and shall not apply to overtime or shift differential but shall be included with a employee's annual salary for calculation of retirement/pension benefits.

34.3 Notwithstanding any other sections of this agreement all employees who are members of the bargaining unit shall be entitled to their longevity benefit on a prorated basis regardless of their employment status (i.e. on unpaid leave due to illness or any other excused leave, on Workers' Compensation, Temporary Disability Insurance, etc.).

### ARTICLE 35 GRIEVANCE AND ARBITRATION PROCEDURE

35.1 The purpose of the grievance procedure shall be to settle grievances of the employees in the bargaining unit including problems concerning working conditions, on as low a level possible and as quickly as possible so as to insure efficiency of the department's operation and to promote a positive workplace.

35.2 Any employee covered by this agreement who has a grievance must submit the grievance in writing to the Union and his or her immediate supervisor within ten (10) working days of the date of the grievance or his or her knowledge of its occurrence, but must first consult with the Department Supervisor before submitting a written grievance. He or she shall have the right to have a Steward or Union representative present during the discussion.

35.3 Grievances initiated by the Union concerning contract violations shall commence with Step 2 of the procedure and initiated within ten (10) working days of its occurrence or knowledge of its occurrence.

35.4 The city and the Union agree to the following steps to be followed for the settling of all grievances under this agreement:

**Step 1:** The employee who has a grievance should first discuss the grievance with his or her immediate Supervisor and his or her Union Steward or Representative.

**Step 2:** If no agreement is reached, the employee involved and/or with his or her Union Steward or Representative, shall discuss the grievance with the next in line of supervision. The above Supervisor shall respond to the Steward in writing within ten (10) working days provided it is a written grievance.

**Step 3:** If the grievance still remains unadjusted, it shall be discussed with the Personnel Director within ten (10) working days, after the response in Step 2 is due. The Personnel Director shall respond in writing within ten (10) working days after the grievance has been discussed with the Personnel Director.

**Step 4:** If the grievance is not settled either party shall, within thirty (30) working days after the reply of the Personnel Director is due, by written notice to the other party, refer the grievance to the American Arbitration Association or Labor Relations Connection in accordance with its rules then obtaining. The parties may mutually agree to an alternative method of arbitration.

35.5 The expense of the arbitrator shall be shared equally by the parties.

35.6 The arbitrator shall have the right to determine the amount of retroactive pay, if any, the employee is due in the event the arbitrator overrules the city's decision with respect to suspension, discharge or discipline.

35.7 The decision of the arbitrator shall be final and binding on any matter pertaining to the provisions of this contract provided further that the arbitrator shall not have the power to add to or subtract from or modify any of the terms of this agreement, and no appeal shall be taken except on the grounds that the decision was procured by fraud or that the arbitrator exceeded his authority.

35.8 It shall be incumbent upon both parties to seek to settle all grievances and disputes at the lowest level possible. The time limits specified on any level of this procedure may be extended in any specific instance by mutual agreement of the parties in writing.

35.9 The City shall provide any and all records which are requested by the Union which the Union deems necessary in order to resolve grievances except individual personnel records without the explicit written approval of the employee, likewise, the Union shall provide the City any documentation that the City requests that may help to expedite the resolution of the grievance. The Union shall hold harmless the City for turning over records to the Union. All requests for records must be in writing.



**ARTICLE 36**  
**WAGES AND CLASSIFICATIONS**

36.1	July 1, 2021	3.0% increase
	January 1, 2022	1.5% increase
	July 1, 2022	2.75% increase
	July 1, 2023	2.75% increase

36.2 All wage rates shall be included in Appendix A of this agreement.

36.3 Wage increases specified in 36.1 above shall become effective on the Sunday which falls closest to the July 1 of the year when increases are due.

**ARTICLE 37**  
**MILEAGE AND PARKING**

37.1 Mileage payments for employees who are required by the City to use their vehicles on City business shall be the IRS rate.

37.2 Employees will be provided on a “first come - first served” basis access to parking in the Municipal Lot, Roosevelt Avenue, and will be issued permits for designated areas.

**ARTICLE 38**  
**RECLASSIFICATION**

38.1 If there have been changes in the duties and responsibilities of a bargaining unit position, which are permanent in nature and result from modernization, alteration or addition to his or her existing place of work, the affected employee may request a reclassification by submitting a position reclassification form and written explanation with all relevant evidence in support of the proposed reclassification to the Personnel Director. A review shall be conducted by the Personnel Director to determine if such changes in duties and responsibilities warrant reclassification of the employee’s position. If the Personnel Director determines that the change in the duties and responsibilities of the position supports a proposed reclassification, the City shall decide within sixty (60) days whether to reclassify the position or remove the additional duties. If the Personnel Director determines that the changes in the duties of the position do not support a proposed reclassification, or if the Personnel Director does not render a written decision within sixty (60) days, the Union may refer the matter to arbitration in accordance with the procedure set forth in Article 35.

38.2 In the event the matter is referred to arbitration, any arbitration award in favor of the employee, which includes retroactive payments, shall be limited to a maximum of 1 year back from the date of the arbitration award. The arbitrator may not add prejudgment interest as a part of the award.

38.3 Requests for reclassification may be made only once every 2 years from the date of applying for a reclassification unless there has been a major change in the job.

**ARTICLE 39**  
**TOOLS**

39.1 The City agrees there will be a tool allotment with a maximum of two thousand one hundred (\$2,100.00) dollars to be made available to employees in the Equipment Maintenance Division. The maximum any one individual may obtain is three hundred (\$300.00) dollars. The Union agrees that once the two thousand one hundred (\$2,100.00) has been fully expended the City's obligation has been met. This allotment shall also apply to tools damaged because of City connected work. Employees shall furnish a receipt to the City for all tools purchased. In the case of damaged tools, the original tools must be returned, with a written description of how the tool became damaged. Supervisors will verify a list of tools owned by the employees, and only tools listed thereon shall be subject to this article. Tools added from time to time must be verified. With the exception of those tools that are damaged during the year, the allotment will be paid between September 1 and October 1 of any contract year once receipts are presented.

**ARTICLE 40**  
**LIFE INSURANCE**

40.1 All employees covered by the agreement will be covered by thirty thousand (\$30,000.00) dollars of life insurance secured by the City. Effective July 1, 2022, all employees covered by the agreement will be covered by fifty thousand (\$50,000.00) dollars of life insurance secured by the City.

**ARTICLE 41**  
**TUITION REIMBURSEMENT**

41.1 The City shall establish a Tuition Reimbursement program for all employees covered by this Agreement. This program shall be funded annually at the rate of ten thousand (\$10,000.00) per fiscal year and shall not be cumulative from year to year. Effective July 1, 2022, this program shall be funded annually at the rate twenty thousand (\$20,000.00) per fiscal year and shall not be cumulative from year to year.

41.2 Employees shall be allowed to take two (2) courses per semester. The course must be taken at an accredited college, university, business or trade school. The course must be related to any position in the bargaining unit and approved in advance by the Director of Personnel. Employees shall be reimbursed for the tuition cost of the course within thirty (30) days of completion of the course provided the employee received a passing grade and provides satisfactory evidence of successful completion of the course.

41.3 Employees who are absent from work due to job related injuries and are receiving Workers' Compensation shall not be eligible for this program.

41.4 Employees shall not be allowed to take courses during their regularly scheduled work hours.

41.5 The City shall provide a list of all bargaining unit employees who are participating in this program. This list will include the name of the employee, the course being taken and the institution where the course is being taken and the cost of this course.

**ARTICLE 42**  
**ALTERATION OF AGREEMENT**

42.1 Any alteration or modification of this agreement shall be binding upon the parties only if executed in writing.

42.2 The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

**ARTICLE 43**  
**DURATION**

43.1 The parties agree that this agreement shall be effective from July 1, 2021 and shall continue without change through June 30, 2024.

43.2 Further, this contract shall become effective upon the execution thereof by the parties and shall terminate on June 30, 2024, provided, however, that the provisions of this agreement shall be automatically renewed from year to year unless either party shall give written notice to the other party at least ninety (90) days before any subsequent termination date, that it desires to negotiate, amend or modify any or all articles or sections of this agreement.

43.3 Further, the Union and the City have the right to re-open negotiations ninety (90) days prior to June 30, 2024 provided written notice is given to either party.

43.4 Further, if at the time this agreement would otherwise terminate and the parties are negotiating for a new agreement, the terms and conditions excluding any wage increase hereof shall continue in effect so long as such negotiations continue; and any new agreement shall be made retroactive to the date the agreement would otherwise have terminated.

[THIS SPACE INTENTIONALLY BLANK]

**SIGNATURES**

IN WITNESS WHEREOF, the City has caused this instrument to be executed and its corporate seal to be affixed by its duly authorized Mayor and the Union has caused this instrument to be signed by its duly authorized President. Executed in the Presence of:

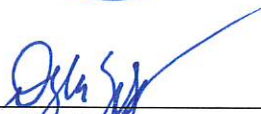
Dated: 3/28, 2022/23


CITY OF PAWTUCKET

RHODE ISLAND COUNCIL 94, AFSCME,  
AFL-CIO LOCAL 1012

  
\_\_\_\_\_  
Donald Grebien  
Mayor

  
\_\_\_\_\_  
Alexis Lyman  
Attorney/Senior Staff Representative

  
\_\_\_\_\_  
Dylan Zelazo  
Director of Administration

  
\_\_\_\_\_  
Renee Masse  
President, Local 1012

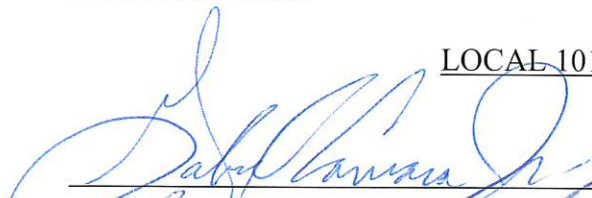
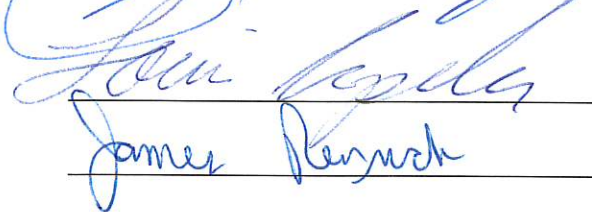
\_\_\_\_\_  
Joanna L'Heureux  
Finance Director


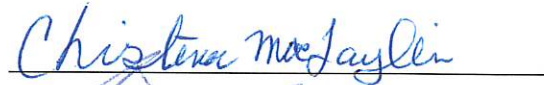

\_\_\_\_\_  
Rick Gregorio  
Vice-President, Local 1012

  
\_\_\_\_\_  
Sara Miranda  
Personnel Director

  
\_\_\_\_\_  
Daniel daSilveira  
Recording Secretary, Local 1012

**LOCAL 1012 - EXECUTIVE BOARD**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
James Kenneth

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

# City of Pawtucket

CHAPTER 3261

APPROVED 7/7/2022

**AN ORDINANCE REPEALING AND REPLACING THE SCHEDULE OF PAY RATES FOR LOCAL 1012 IN §88-12 OF THE CODE OF ORDINANCES OF THE CITY OF PAWTUCKET, 1996, AS AMENDED**

**SECTION 1.** Section 88-12 of the Code of the Ordinances of the City of Pawtucket, 1996, entitled "Schedule of Pay Rates for Local 1012" shall be repealed in its entirety and the following Pay Plan is adopted as the official Pay Plan for Local 1012 of the Classified Service and shall be applied to positions in that service as hereinafter provided.

**SECTION 2.** Schedule of Annual Pay Rates for full-time members of Local 1012.

## SCHEDULE OF ANNUAL PAY RATES FOR LOCAL 1012

Effective January 1, 2022								
35 hrs per week						40 hrs per week		
1.5% increase						1.5% Increase		
	Step 1	Step 2	Step 3		Step 1	Step 2	Step 3	
R01	\$31,415.22	\$31,906.89	\$32,393.79		R02	\$34,201.10	\$34,691.24	\$35,181.17
R03	\$31,906.89	\$32,393.79	\$32,884.69		R04	\$34,691.24	\$35,181.17	\$35,668.91
R05	\$32,393.79	\$32,884.69	\$33,442.76		R06	\$35,181.17	\$35,668.91	\$36,227.12
R07	\$32,884.69	\$33,442.95	\$34,011.29		R08	\$35,668.91	\$36,227.12	\$36,787.28
R09	\$33,442.95	\$34,011.29	\$34,593.90		R10	\$36,227.55	\$36,787.28	\$37,348.31
R11	\$34,011.29	\$34,593.90	\$35,262.14		R12	\$36,786.84	\$37,348.53	\$37,973.92
R13	\$34,593.90	\$35,262.14	\$35,955.87		R14	\$37,348.53	\$37,973.92	\$38,606.49
R15	\$35,262.14	\$35,955.87	\$36,720.76		R16	\$37,973.92	\$38,606.49	\$39,331.70
R17	\$34,144.10	\$35,614.52	\$37,155.54		R18	\$38,325.76	\$38,892.88	\$39,551.55
R19	\$35,955.87	\$36,720.76	\$37,486.42		R20	\$38,606.28	\$39,331.70	\$40,062.56
R21	\$36,720.76	\$37,486.42	\$38,328.94		R22	\$39,298.00	\$40,062.78	\$40,907.81
R23	\$37,486.42	\$38,328.94	\$39,173.37		R24	\$37,816.27	\$39,392.59	\$41,092.42
R25	\$38,328.94	\$39,173.75	\$40,095.81		R26	\$40,062.78	\$40,907.81	\$41,753.70
R27	\$39,634.97	\$40,902.94	\$42,274.23		R28	\$40,907.81	\$41,753.48	\$42,673.31
R29	\$41,975.12	\$43,567.13	\$45,284.14		R30	\$41,338.58	\$42,812.26	\$44,406.85
R31	\$43,572.65	\$45,283.95	\$47,003.82		R32	\$41,616.05	\$43,086.91	\$44,685.84
R33	\$45,283.95	\$47,004.01	\$48,839.75		R34	\$42,540.45	\$43,913.45	\$45,385.61
R35	\$47,004.01	\$48,839.75	\$50,802.60		R36	\$43,914.10	\$45,385.61	\$46,867.77
R37	\$48,839.75	\$50,802.60	\$52,883.41		R38	\$46,867.77	\$48,451.27	\$50,141.54
R39	\$50,802.60	\$52,883.41	\$54,999.04		R40	\$48,111.61	\$49,951.05	\$51,914.87
R41	\$52,883.41	\$54,998.66	\$57,253.39		R42	\$50,038.47	\$53,634.71	\$53,839.55
R43	\$54,967.65	\$57,167.57	\$59,509.63		R44	\$52,242.79	\$55,838.82	\$56,043.01
R45	\$54,998.66	\$57,253.39	\$61,889.74		R46	\$54,203.14	\$57,941.38	\$58,158.18
R47	\$59,509.63	\$61,889.74	\$64,587.80		R48	\$56,268.08	\$60,157.45	\$60,379.04
R49	\$61,889.74	\$64,587.80	\$67,618.26		R50	\$58,237.12	\$62,262.84	\$62,495.51
R51	\$64,587.80	\$67,617.88	\$70,390.71		PD1	N/A	N/A	\$57,499.75
R53	\$67,617.88	\$70,390.71	\$72,950.82					
R55	\$70,390.71	\$72,950.82	\$75,685.21					

Effective July 1, 2022								
35 hrs per week			40 hrs per week					
2.75% increase			2.75% Increase					
	Step 1	Step 2	Step 3			Step 1	Step 2	Step 3
R01	\$32,279.14	\$32,784.32	\$33,284.62		R02	\$35,141.63	\$35,645.25	\$36,148.65
R03	\$32,784.32	\$33,284.62	\$33,789.02		R04	\$35,645.25	\$36,148.65	\$36,649.81
R05	\$33,284.62	\$33,789.02	\$34,362.44		R06	\$36,148.65	\$36,649.81	\$37,223.36
R07	\$33,789.02	\$34,362.63	\$34,946.60		R08	\$36,649.81	\$37,223.36	\$37,798.93
R09	\$34,362.63	\$34,946.60	\$35,545.24		R10	\$37,223.81	\$37,798.93	\$38,375.39
R11	\$34,946.60	\$35,545.24	\$36,231.85		R12	\$37,798.48	\$38,375.61	\$39,018.21
R13	\$35,545.24	\$36,231.85	\$36,944.66		R14	\$38,375.61	\$39,018.21	\$39,668.17
R15	\$36,231.85	\$36,944.66	\$37,730.59		R16	\$39,018.21	\$39,668.17	\$40,413.32
R17	\$35,083.06	\$36,593.92	\$38,177.31		R18	\$39,379.72	\$39,962.44	\$40,639.22
R19	\$36,944.66	\$37,730.59	\$38,517.29		R20	\$39,667.95	\$40,413.32	\$41,164.28
R21	\$37,730.59	\$38,517.29	\$39,382.99		R22	\$40,378.69	\$41,164.51	\$42,032.77
R23	\$38,517.29	\$39,382.99	\$40,250.64		R24	\$38,856.22	\$40,475.89	\$42,222.47
R25	\$39,382.99	\$40,251.03	\$41,198.44		R26	\$41,164.51	\$42,032.77	\$42,901.93
R27	\$40,724.93	\$42,027.77	\$43,436.77		R28	\$42,032.77	\$42,901.70	\$43,846.83
R29	\$43,129.44	\$44,765.22	\$46,529.46		R30	\$42,475.39	\$43,989.60	\$45,628.04
R31	\$44,770.89	\$46,529.26	\$48,296.42		R32	\$42,760.49	\$44,271.80	\$45,914.71
R33	\$46,529.26	\$48,296.62	\$50,182.85		R34	\$43,710.31	\$45,121.07	\$46,633.71
R35	\$48,296.62	\$50,182.85	\$52,199.67		R36	\$45,121.74	\$46,633.71	\$48,156.64
R37	\$50,182.85	\$52,199.67	\$54,337.70		R38	\$48,156.64	\$49,783.68	\$51,520.43
R39	\$52,199.67	\$54,337.70	\$56,511.52		R40	\$49,434.68	\$51,324.70	\$53,342.53
R41	\$54,337.70	\$56,511.13	\$58,827.85		R42	\$51,414.52	\$55,109.67	\$55,320.14
R43	\$56,479.26	\$58,739.68	\$61,146.14		R44	\$53,679.47	\$57,374.39	\$57,584.19
R45	\$56,511.13	\$58,827.85	\$63,591.71		R46	\$55,693.72	\$59,534.77	\$59,757.53
R47	\$61,146.14	\$63,591.71	\$66,363.96		R48	\$57,815.45	\$61,811.78	\$62,039.46
R49	\$63,591.71	\$66,363.96	\$69,477.76		R50	\$59,838.64	\$63,975.06	\$64,214.14
R51	\$66,363.96	\$69,477.37	\$72,326.45		PD1	N/A	N/A	\$59,080.99
R53	\$69,477.37	\$72,326.45	\$74,956.96					
R55	\$72,326.45	\$74,956.96	\$77,766.56					

Effective July 1, 2023								
35 hrs per week				40 hrs per week				
2.75% increase				2.75% Increase				
	Step 1	Step 2	Step 3		Step 1	Step 2	Step 3	
R01	\$33,166.82	\$33,685.89	\$34,199.95		R02	\$36,108.03	\$36,625.50	\$37,142.74
R03	\$33,685.89	\$34,199.95	\$34,718.22		R04	\$36,625.50	\$37,142.74	\$37,657.68
R05	\$34,199.95	\$34,718.22	\$35,307.40		R06	\$37,142.74	\$37,657.68	\$38,247.01
R07	\$34,718.22	\$35,307.60	\$35,907.63		R08	\$37,657.68	\$38,247.01	\$38,838.40
R09	\$35,307.60	\$35,907.63	\$36,522.73		R10	\$38,247.46	\$38,838.40	\$39,430.71
R11	\$35,907.63	\$36,522.73	\$37,228.22		R12	\$38,837.94	\$39,430.94	\$40,091.21
R13	\$36,522.73	\$37,228.22	\$37,960.64		R14	\$39,430.94	\$40,091.21	\$40,759.05
R15	\$37,228.22	\$37,960.64	\$38,768.18		R16	\$40,091.21	\$40,759.05	\$41,524.69
R17	\$36,047.85	\$37,600.26	\$39,227.19		R18	\$40,462.66	\$41,061.40	\$41,756.79
R19	\$37,960.64	\$38,768.18	\$39,576.52		R20	\$40,758.82	\$41,524.69	\$42,296.30
R21	\$38,768.18	\$39,576.52	\$40,466.02		R22	\$41,489.11	\$42,296.53	\$43,188.67
R23	\$39,576.52	\$40,466.02	\$41,357.53		R24	\$39,924.76	\$41,588.97	\$43,383.58
R25	\$40,466.02	\$41,357.93	\$42,331.40		R26	\$42,296.53	\$43,188.67	\$44,081.73
R27	\$41,844.87	\$43,183.54	\$44,631.28		R28	\$43,188.67	\$44,081.50	\$45,052.62
R29	\$44,315.50	\$45,996.27	\$47,809.02		R30	\$43,643.47	\$45,199.32	\$46,882.81
R31	\$46,002.09	\$47,808.81	\$49,624.58		R32	\$43,936.41	\$45,489.27	\$47,177.36
R33	\$47,808.81	\$49,624.78	\$51,562.87		R34	\$44,912.34	\$46,361.90	\$47,916.14
R35	\$49,624.78	\$51,562.87	\$53,635.16		R36	\$46,362.59	\$47,916.14	\$49,480.95
R37	\$51,562.87	\$53,635.16	\$55,831.99		R38	\$49,480.95	\$51,152.73	\$52,937.24
R39	\$53,635.16	\$55,831.99	\$58,065.58		R40	\$50,794.13	\$52,736.13	\$54,809.45
R41	\$55,831.99	\$58,065.18	\$60,445.62		R42	\$52,828.42	\$56,625.18	\$56,841.45
R43	\$58,032.44	\$60,355.02	\$62,827.66		R44	\$55,155.65	\$58,952.19	\$59,167.76
R45	\$58,065.18	\$60,445.62	\$65,340.48		R46	\$57,225.30	\$61,171.98	\$61,400.86
R47	\$62,827.66	\$65,340.48	\$68,188.97		R48	\$59,405.37	\$63,511.61	\$63,745.55
R49	\$65,340.48	\$68,188.97	\$71,388.40		R50	\$61,484.20	\$65,734.38	\$65,980.03
R51	\$68,188.97	\$71,388.00	\$74,315.43		PD1	N/A	N/A	\$60,705.72
R53	\$71,388.00	\$74,315.43	\$77,018.28					
R55	\$74,315.43	\$77,018.28	\$79,905.14					

**SECTION 3.** Schedule of Annual Pay Rates assigned to establish classified Local 1012 Union Positions. July 1, 2021- June 30, 2024

APPENDIX A  
WAGE RATES  
JULY 1 2021 TO JUNE 30, 2022

Position Title	Grade
ACCOUNTANT II	R43
ADMINISTRATIVE ASSISTANT	R39
ANIMAL CONTROL OFFICER	R36
ANIMAL CONTROL OFFICER-SENIOR	R44
ANIMAL SHELTER ADMINISTRATOR	R48
ASSISTANT LIBRARY DIRECTOR	R55
BILINGUAL COMPUTER TECHNICIAN	R27
BLDG. MAINT. FINISH CARPENTER	R36
BUILDING CUSTODIAN I (40)	R06
BUILDING CUSTODIAN II (40)	R14
BUILDING MAINT MECH I	R16
BUILDING MAINT MECH II	R26
BUILDING OFFICIAL	R53
CASHIER - COLLECTION CLERK	R23
CASHIER - DISBURSEMENTS CLERK	R29
CHIEF ACCOUNTANT	R53
CLERK II - POLICE	R15
CLERK III - 40	R36
CLERK III - HIGHWAY	R36
CODE INSPECTOR	R37
CUSTOMER SERVICE CLERK	R31
DAGGETT FARM ATTENDANT	R26
DRIVER LABOR OPERATOR	R36
ELECTRICAL INSPECTOR	R37
EQUIPMENT OPERATOR I	R12
EQUIPMENT OPERATOR II	R20
EQUIPMENT OPERATOR III	R38
FIRE FLEET MECHANIC I	R44
FIRE FLEET MECHANIC II	R46
FIRE FLEET MECHANIC III	R48
FIRE OFFICE SUPERVISOR	R37
FIXED ASSET ACCOUNTANT	R35
IRRIGATION & FERTILIZATION SUP	R18
LABOR SUPERVISOR I	R26
LABORER II	R10
LIBRARIAN I	R43
LIBRARIAN II	R49
LIBRARY ASSISTANT II	R23
LIBRARY ASSISTANT III	R27
LIBRARY ASST I - CIRCULATION	R17
LIBRARY ASST II - CIRCULATION	R25
LIBRARY CIRCULATION SUPERVISOR	R35
LIBRARY SECRETARY	R40
MATRON/COURT INTERPRETER	R36
MECHANIC II - LEVEL I	R34
MECHANIC II - LEVEL II	R36
MECHANIC II - LEVEL III	R38
MECHANIC II - LEVEL IV	R40



MECHANIC III	R46
MECHANIC WELDER - LEVEL I	R36
MECHANIC WELDER - LEVEL II	R38
MECHANIC WELDER - LEVEL III	R40
MECHANIC WELDER - LEVEL IV	R42
MUNICIPAL CLERK	R31
MUNICIPAL OFFICE SUPERVISOR	R43
OFFICE CLERK/HOUSING COURT CLERK	R31
OPERATIONS TECHNICIAN	R36
PARK & RECREATION ATTENDANT	R12
PARK & RECREATION CLERK	R33
PAYROLL SPECIALIST	R47
PAYROLL ASSISTANT	R39
PLUMBING INSPECTOR	R33
POLICE ACCOUNTANT/ADMIN. SUPERVISOR	R49
POLICE SENIOR MUNICIPAL COURT CLERK	R33
POLICE ADMN. CLERK III	R27
POLICE CLERK I	R23
POLICE CLERK II	R29
POLICE PAYROLL CLERK,	R27
POLICE SIGNAL OPERATOR	PD1
POLICE TRAFFIC CLERK	R23
POLICE TRAFFIC CLERK II	R23
PRINCIPAL TAX ASSISTANT	R39
PROBATE CLERK SUPERVISOR	R37
PUBLIC WORKS CLERK	R27
PURCHASING CLERK	R31
RECREATION PROGRAM ASSISTANT	R32
SENIOR ACCOUNTS PAYABLE CLERK	R33
SENIOR MUNICIPAL ELECTIONS CLERK	R37
SENIOR PLANNER	R43
SENIOR SERVICE SECRETARY	R27
SENIOR SERVICE/CASE WORKER	R29
SENIOR SERVICES COORDINATOR	R55
SENIOR SERVICES/PROGRAM COORD	R27
SENIOR TRAFFIC ENGINEERING AID	R36
SEWER AND REFUSE LABORER	R12
SUPERVIS. OF BLDG. MAINT. I	R34
SUPERVIS. OF INVENTORY & STORE I	R32
SUPERVIS. OF INVENTORY & STORE II	R36
SWITCHBOARD OPERATOR (35)	R09
TAX CLERK	R23
TAX RECONCILIATION CLERK	R35
TAX SALE/LIEN CLERK	R29
TRAFFIC SIGNAL TECHNICIAN	R34
WATER BLDG MAINT CUSTODIAN	R16
WATER BOARD T&D OPERATION ASST	R38
WATER CAD/GIS/RECORDS COORD.	R48
WATER CROSS CONNECT CTRL TECH	R44
WATER CUSTOMER SERVICE AGENT	R36
WATER CUSTOMER SERVICE REP	R38
WATER DISTRIB. CREW LEADER II	R46
WATER DISTRIB. CREW LEADER III	R48
WATER DISTRIB. CREW LEADER IV	R50
WATER EQUIPMENT OPERATOR I	R36

WATER EQUIPMENT OPERATOR II	R40
WATER EQUIPMENT OPERATOR III	R44
WATER EQUIPMENT OPERATOR IV	R46
WATER FINANCE ASSISTANT	R36
WATER FLEET MAINT MECHANIC	R42
WATER METER READER SERV.PERSON	R28
WATER METER SERVICE TECHNICIAN	R32
WATER PROJECT ENGINEER	R48
WATER SOURCE TECHNICIAN	R40
WATER STOCKROOM CLERK	R30
WATER UTILITY WORKER	R28
WATER UTILITY WORKER I	R32
WATER UTILITY WORKER II	R36
WATER UTILITY WORKER III	R40
WATER UTILITY WORKER IV	R44
WEEKEND WATCH/ICE CONTROL PERS	R20
ZONING & CODE ENFORCE MANAGER	R31

APPENDIX A  
WAGE RATES  
JULY 1 2022 TO JUNE 30, 2024

Position Title	Grade
ACCOUNTANT II	R43
ADMINISTRATIVE ASSISTANT	R39
ANIMAL CONTROL OFFICER	R36
ANIMAL CONTROL OFFICER-SENIOR	R44
ANIMAL SHELTER ADMINISTRATOR	R48
ASSISTANT LIBRARY DIRECTOR	R55
BILINGUAL COMPUTER TECHNICIAN	R27
BLDG. MAINT. FINISH CARPENTER	R36
BUILDING CUSTODIAN I (40)	R06
BUILDING CUSTODIAN II (40)	R14
BUILDING MAINT MECH I	R16
BUILDING MAINT MECH II	R26
BUILDING OFFICIAL	R55
CHIEF ACCOUNTANT	R53
CLERK II - POLICE	R15
CLERK III - 40	R36
CLERK III - HIGHWAY	R36
CODE INSPECTOR	R37
CUSTOMER SERVICE CLERK	R31
DAGGETT FARM ATTENDANT	R26
DRIVER LABOR OPERATOR	R36
ELECTRICAL INSPECTOR	R37
EQUIPMENT OPERATOR I	R12
EQUIPMENT OPERATOR II	R20
EQUIPMENT OPERATOR III	R38
FIRE FLEET MECHANIC I	R44
FIRE FLEET MECHANIC II	R46
FIRE FLEET MECHANIC III	R48
FIRE OFFICE SUPERVISOR	R37
FIXED ASSET ACCOUNTANT	R35
IRRIGATION & FERTILIZATION SUP	R18

LABOR SUPERVISOR I	R26
LABORER II	R10
LIBRARIAN I	R43
LIBRARIAN II	R49
LIBRARY ASSISTANT II	R23
LIBRARY ASSISTANT III	R27
LIBRARY ASST I - CIRCULATION	R17
LIBRARY ASST II - CIRCULATION	R25
LIBRARY CIRCULATION SUPERVISOR	R35
LIBRARY SECRETARY	R40
MATRON/COURT INTERPRETER	R36
MECHANIC II - LEVEL I	R34
MECHANIC II - LEVEL II	R36
MECHANIC II - LEVEL III	R38
MECHANIC II - LEVEL IV	R40
MECHANIC III	R46
MECHANIC WELDER - LEVEL I	R36
MECHANIC WELDER - LEVEL II	R38
MECHANIC WELDER - LEVEL III	R40
MECHANIC WELDER - LEVEL IV	R42
MUNICIPAL CLERK	R31
MUNICIPAL OFFICE SUPERVISOR	R43
OFFICE CLERK/HOUSING COURT CLERK	R31
OPERATIONS TECHNICIAN	R36
PARK & RECREATION ATTENDANT	R12
PARK & RECREATION CLERK	R33
PAYROLL SPECIALIST	R47
PAYROLL ASSISTANT	R39
PLUMBING INSPECTOR	R33
POLICE ACCOUNTANT/ADMIN. SUPERVISOR	R49
POLICE SENIOR MUNICIPAL COURT CLERK	R33
POLICE ADMN. CLERK III	R27
POLICE CLERK I	R23
POLICE CLERK II	R29
POLICE PAYROLL CLERK	R27
POLICE SIGNAL OPERATOR	PD1
POLICE TRAFFIC CLERK	R23
POLICE TRAFFIC CLERK II	R23
PRINCIPAL TAX ASSISTANT	R41
PROBATE CLERK SUPERVISOR	R37
PUBLIC WORKS CLERK	R27
PURCHASING CLERK	R31
RECREATION PROGRAM ASSISTANT	R32
SENIOR ACCOUNTS PAYABLE CLERK	R33
SENIOR MUNICIPAL ELECTIONS CLERK	R37
SENIOR OPERATIONS TECHNICIAN TRAINER	R44
SENIOR PLANNER	R43
SENIOR SERVICE SECRETARY	R31
SENIOR SERVICE/CASE WORKER	R33
SENIOR SERVICES/PROGRAM COORD	R33
SENIOR TRAFFIC ENGINEERING AID	R36
SEWER AND REFUSE LABORER	R12
SUPERVIS. OF BLDG. MAINT. I	R34
SUPERVIS. OF INVENTORY & STORE I	R32
SUPERVIS. OF INVENTORY & STORE II	R36

SWITCHBOARD OPERATOR (35)	R09
TAX CUSTOMER SERVICE REPRESENTATIVE	R31
TRAFFIC SIGNAL TECHNICIAN	R34
WATER BLDG MAINT CUSTODIAN	R16
WATER BOARD T&D OPERATION ASST	R38
WATER CAD/GIS/RECORDS COORD.	R48
WATER CROSS CONNECT CTRL TECH	R44
WATER CUSTOMER SERVICE AGENT	R36
WATER CUSTOMER SERVICE REP	R38
WATER DISTRIB. CREW LEADER II	R46
WATER DISTRIB. CREW LEADER III	R48
WATER DISTRIB. CREW LEADER IV	R50
WATER EQUIPMENT OPERATOR I	R36
WATER EQUIPMENT OPERATOR II	R40
WATER EQUIPMENT OPERATOR III	R44
WATER EQUIPMENT OPERATOR IV	R46
WATER FINANCE ASSISTANT	R36
WATER FLEET MAINT MECHANIC	R42
WATER METER READER SERV.PERSON	R28
WATER METER SERVICE TECHNICIAN	R32
WATER PROJECT ENGINEER	R48
WATER SOURCE TECHNICIAN	R40
WATER STOCKROOM CLERK	R30
WATER UTILITY WORKER	R28
WATER UTILITY WORKER I	R32
WATER UTILITY WORKER II	R36
WATER UTILITY WORKER III	R40
WATER UTILITY WORKER IV	R44
WEEKEND WATCH/ICE CONTROL PERS	R20
ZONING & CODE ENFORCE MANAGER	R31

**SECTION 4. Schedule of Weekly and Hourly Pay Rates for part-time members of Local 1012.**

**Effective July 1, 2021 (3% increase)**

Animal Control Assistant	\$19.10 per hr.
Environmental Housing Compliance Inspector	\$22.23 per hr.
Farm Attendant	\$14.30 per hr.
Grants Management Assistant	\$31.34 per hr.
Library Assistant I	\$18.34 per hr.
Library Assistant I-Circulation-PT	\$17.81 – 20.11 per hr.
Library Page	\$11.50 - \$12.44 per hr.
Library Page (Senior)	\$12.53 - \$13.56 per hr.
Librarian I-PT	\$29.76 - \$32.22 per hr.
Library Bookmobile Operator & Clerk	\$19.63 - \$20.94 per hr.
NCIC Validation Clerk	\$22.74 per hr.
Pound Keeper	\$13.34 per hr.
School Crossing Guard	\$17.19 per hr.

**Effective January 1, 2022 (1.5% increase)**

Animal Control Assistant	\$19.38 per hr.
Environmental Housing Compliance Inspector	\$22.56 per hr.
Farm Attendant	\$14.51 per hr.
Grants Management Assistant	\$31.81 per hr.

Library Assistant I	\$18.62 per hr.
Library Assistant I-Circulation-PT	\$18.08-20.41 per hr.
Library Page	\$12.25 - \$13.26 per hr.
Library Page (Senior)	\$12.72 - \$13.77 per hr.
Librarian I-PT	\$30.20 - \$32.70 per hr.
Library Bookmobile Operator & Clerk	\$19.92 - \$21.25 per hr.
NCIC Validation Clerk	\$23.08 per hr.
Pound Keeper	\$13.54 per hr.
School Crossing Guard	\$17.45 per hr.
Tax Customer Service Agent- PT	\$22.38 - \$23.87 per hr.

**Effective July 1, 2022 (2.75% increase)**

Animal Control Assistant	\$19.92 per hr.
Environmental Housing Compliance Inspector	\$23.18 per hr.
Farm Attendant	\$14.91 per hr.
Grants Management Assistant	\$32.69 per hr.
Library Aide	\$15.00 – \$16.00 per hr.
Library Assistant I	\$19.13 per hr.
Library Assistant I-Circulation-PT	\$18.57 – 20.97 per hr.
Librarian I-PT	\$31.03 - \$33.60 per hr.
Library Bookmobile Operator & Clerk	\$20.47 - \$21.84per hr.
NCIC Validation Clerk	\$23.59 per hr.
Pound Keeper	\$13.83 per hr.
Tax Customer Service Agent- PT	\$22.38 - \$23.87 per hr.
School Crossing Guard	\$17.83 per hr.

**Effective July 1, 2023 (2.75% increase)**

Animal Control Assistant	\$20.46 per hr.
Environmental Housing Compliance Inspector	\$23.82 per hr.
Farm Attendant	\$15.32 per hr.
Grants Management Assistant	\$33.59 per hr.
Library Aide	\$15.41– \$16.44 per hr.
Library Assistant I	\$19.66 per hr.
Library Assistant I-Circulation-PT	\$19.08 -21.55 per hr.
Librarian I-PT	\$31.89 - \$34.52 per hr.
Library Bookmobile Operator & Clerk	\$21.04 - \$22.44 per hr.
NCIC Validation Clerk	\$24.23 per hr.
Pound Keeper	\$14.21 per hr.
Tax Customer Service Agent- PT	\$22.99 - \$24.52 per hr.
School Crossing Guard	\$18.32 per hr.

**SECTION 5.** Said ordinance is subject to all the terms and conditions of employment as established by the Collective Bargaining Agreement with Local 1012 and the City of Pawtucket.

**SECTION 6.** This Ordinance shall take effect upon final passage.

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION

DOCKET NO. 23-30-WW

Response Of The Pawtucket Water Supply Board

To The Rhode Island Division of

Public Utilities and Carriers'

Data Requests

Set 6

---

**Div. 6-4:** Please confirm that the monthly GTL premium provided in the attachment to the response to DIV 2-3a is the most recent actual premium. If not, please provide the most recent actual premium.

**Response:** The PWSB confirms that the monthly and annual GTL premium of \$25.40 and \$304.80, respectively, provided in the attachment to the response to DIV2-3a are the most recent actual rates.

**Prepared by:** Michael Lecours

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION

DOCKET NO. 23-30-WW

Response Of The Pawtucket Water Supply Board

To The Rhode Island Division of

Public Utilities and Carriers'

Data Requests

Set 6

---

**Div. 6-5:** Please confirm that the MERS rate and the TIAA-CREF rate are the most recent actual rates. If not, please provide the most recent actual rates.

**Response:** The PWSB confirms that the MERS and TIAA-CREF rates are the most recent actual rates.

**Prepared by:** Michael Lecours

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION  
DOCKET NO. 23-30-WW  
Response Of The Pawtucket Water Supply Board  
To The Rhode Island Division of  
Public Utilities and Carriers'  
Data Requests  
Set 6

---

**Div. 6-6:** Refer to the response to DIV 2-3a. Please provide the supporting documentation for the medical and dental insurance below.

<b>Medical &amp; Dental Insurance Table</b>	<b>Annual Family Premium</b>	<b>Annual Individual Premium</b>
1012 Medical Insurance (Healthmate)	\$24,931.56	\$9,767.76
Dental Insurance (Delta Dental)	\$907.80	\$291.36
NONUn Medical Insurance (Healthmate)	\$26,585.64	\$10,414.20
TMSTR Medical Insurance (Healthmate)	\$24,931.56	\$9,767.76

**Response:** Please see attached.

**Prepared by:** Michael Lecours



Group	Sub Group	Name	Product Family ID	FY24 QUOTED RATES MONTHLY RATES		FY24 QUOTED RATES WEEKLY RATES		FY24 QUOTED RATES EMPLOYEE CO-SHARE		FY24 QUOTED RATES EMPLOYEE CO-SHARE %		Yearly Rates		Yearly Copays		Net Yearly Rates		Net Monthly Rates			
				Ind	Fam	Ind	Fam	Ind	Fam	Ind	Fam	Ind	Fam	Ind	Fam	Ind	Fam	Ind	Fam	Ind	Fam
				1187	3	Prof/Tech Actives - Teamsters	HMateC2C	813.98	2077.63	187.84	479.45	30.05	76.71	16%	16%	9,767.76	24,931.56	1,562.84	3,989.05	8,204.92	20,942.51
1187	4	Local 1012 Active	HMateC2C	813.98	2077.63	187.84	479.45	22.54	57.53	12%	12%	9,767.76	24,931.56	1,172.13	2,991.79	8,595.63	21,939.77	716.30	1,828.31		
1187	8	Class & Unclass-20% EE's	HMateC2C	867.85	2215.47	200.27	511.26	40.05	102.25	20%	20%	10,414.20	26,585.64	2,082.84	5,317.13	8,331.36	21,268.51	694.28	1,772.38		
		DELTA DENTAL - 20% co-share	ALL EMPLOYEES	24.28	75.65	5.62	17.50	1.12	3.50	20%	20%	291.36	907.80	58.24	182.00	233.12	725.50	19.43	60.48		

RHODE ISLAND INTERLOCAL



RISK MANAGEMENT TRUST

101 WASHINGTON ST., SUITE 201, PAWTUCKET, RI 02860  
PH: 401-848-5100 FAX: 401-848-5101

All Inquiries: [accountsreceivable@ritrust.com](mailto:accountsreceivable@ritrust.com)

**Bill To:**

Sara Miranda  
City of Pawtucket  
137 Roosevelt Ave  
Pawtucket RI 02860

# INVOICE

Invoice	HEALTH007796
Date	1/2/2024
Page	1

Purchase Order No.	Customer ID	Payment Terms	Due Date	Late Fees Assess As Of
	PAWTCITH	1st of Month w/8 day	2/1/2024	2/9/2024
Quantity	Item Number	Description	Unit Price	Ext. Price
321.0	00000MCA*1029-001-E	Group:00000MCA*1029-001 Plan:HM for MEDICARE Inc	\$352.00	\$112,992.00
2.0	00000MCA*1029-002-E	Group:00000MCA*1029-002 Plan:HM for MEDICARE Inc	\$317.30	\$634.60
6.0	00001187*0001-E-1	Group:00001187*0001 Plan:HMC2C Ind	\$813.98	\$4,883.88
2.0	00001187*0001-E-2	Group:00001187*0001 Plan:HMC2C \$100ER Ind	\$830.16	\$1,660.32
7.0	00001187*0001-E-3	Group:00001187*0001 Plan:HMC2C \$25ER Ind	\$867.85	\$6,074.95
1.0	00001187*0001-E-31	Group:00001187*0001 Plan:HMC2C \$50ER Ind	\$837.74	\$837.74
58.0	00001187*0001-F-1	Group:00001187*0001 Plan:HMC2C Fam	\$2,077.63	\$120,502.54
9.0	00001187*0001-F-2	Group:00001187*0001 Plan:HMC2C \$100ER Fam	\$2,118.82	\$19,069.38
24.0	00001187*0001-F-3	Group:00001187*0001 Plan:HMC2C \$25ER Fam	\$2,215.47	\$53,171.28
9.0	00001187*0001-F-31	Group:00001187*0001 Plan:HMC2C \$50ER Fam	\$2,138.53	\$19,246.77
1.0	00001187*0001-F-4	Group:00001187*0001 Plan:HMC2C 15/25 Fam	\$2,099.42	\$2,099.42
62.0	00001187*0002-E-11	Group:00001187*0002 Plan:WC Individual	\$0.00	\$0.00
7.0	00001187*0002-E-7	Group:00001187*0002 Plan:Classic Ind	\$1,241.47	\$8,690.29
17.0	00001187*0003-E-2	Group:00001187*0003 Plan:HMC2C \$100ER Ind	\$813.98	\$13,837.66
28.0	00001187*0003-F-2	Group:00001187*0003 Plan:HMC2C \$100ER Fam	\$2,077.63	\$60,251.27
53.0	00001187*0004-E-2	Group:00001187*0004 Plan:HMC2C \$100ER Ind	\$813.98	\$43,140.94
91.0	00001187*0004-F-2	Group:00001187*0004 Plan:HMC2C \$100ER Fam	\$2,077.63	\$189,064.33
2.0	00001187*0006-E-3	Group:00001187*0006 Plan:HMC2C \$25ER Ind	\$1,017.73	\$2,035.46
1.0	00001187*0006-F-3	Group:00001187*0006 Plan:HMC2C \$25ER Fam	\$2,598.30	\$2,598.30
16.0	00001187*0008-E-3	Group:00001187*0008 Plan:HMC2C \$25ER Ind	\$867.85	\$13,885.60
19.0	00001187*0008-F-3	Group:00001187*0008 Plan:HMC2C \$25ER Fam	\$2,215.47	\$42,093.93
30.0	00001187*0009-E-2	Group:00001187*0009 Plan:HMC2C \$100ER Ind	\$915.36	\$27,460.80
96.0	00001187*0009-F-2	Group:00001187*0009 Plan:HMC2C \$100ER Fam	\$2,179.01	\$209,184.66
13.0	00001187*0010-E-11	Group:00001187*0010 Plan:WC Individual	\$101.38	\$1,317.94
1.0	00001187*0010-E-6	Group:00001187*0010 Plan:BlueChlp Ind	\$953.81	\$953.81
128.0	00001187*0011-E-10	Group:00001187*0011 Plan:PLAN 65C Ind	\$201.24	\$25,758.72
31.0	00001187*0011-E-10G	Group:00001187*0011 Plan:PLAN 65G Ind	\$176.51	\$5,471.81
44.0	00001187*0012-E-2	Group:00001187*0012 Plan:HMC2C \$100ER Ind	\$868.88	\$38,230.72
99.0	00001187*0012-F-2	Group:00001187*0012 Plan:HMC2C \$100ER Fam	\$2,132.53	\$211,120.47
11.0	00001187*0013-E-11	Group:00001187*0013 Plan:WC Individual	\$0.00	\$0.00
5.0	00001187*0015-F-2	Group:00001187*0015 Plan:HMC2C \$100ER Fam	\$2,077.63	\$10,388.15

100-224520

# INVOICE

RHODE ISLAND INTERNATIONAL



RISK MANAGEMENT TRUST

100 WATERBURY STREET, SUITE 200, PROVIDENCE, RI 02903  
 PH: 401.421.4300 FAX: 401.421.4390

All Inquiries: [accountsreceivable@ritrust.com](mailto:accountsreceivable@ritrust.com)

Bill To:

Sara Miranda  
 City of Pawtucket  
 137 Roosevelt Ave  
 Pawtucket RI 02860

Invoice	HEALTH007796
Date	1/2/2024
Page	2

Purchase Order No.	Customer ID	Payment Terms	Due Date	Late Fees Assess As Of
	PAWTCITH	1st of Month w/8 day	2/1/2024	2/9/2024
Quantity	Item Number	Description	Unit Price	Ext. Price
11.0	00001187*0017-E-2	Group:00001187*0017 Plan:HMC2C \$100ER Ind	\$813.98	\$8,953.78
5.0	00001187*0017-E-3	Group:00001187*0017 Plan:HMC2C \$25ER Ind	\$867.86	\$4,339.25
1.0	00001187*0017-F-19	Group:00001187*0017 Plan:HMC2C \$75ER Fam	\$2,185.21	\$2,185.21
50.0	00001187*0017-F-2	Group:00001187*0017 Plan:HMC2C \$100ER Fam	\$2,077.63	\$103,881.50
3.0	00001187*0017-F-3	Group:00001187*0017 Plan:HMC2C \$25ER Fam	\$2,215.47	\$6,646.41
5.0	00001187*0017-F-31	Group:00001187*0017 Plan:HMC2C \$50ER Fam	\$2,200.31	\$11,001.55
82.0	00001187*0018-E-11	Group:00001187*0018 Plan:WC Individual	\$0.00	\$0.00
1.0	00001187*0018-E-7	Group:00001187*0018 Plan:Classic Ind	\$1,244.94	\$1,244.94
2.0	00001187*0018-F-7	Group:00001187*0018 Plan:Classic Fam	\$3,217.20	\$6,434.40
11.0	00001187*0019-E-2	Group:00001187*0019 Plan:HMC2C \$100ER Ind	\$813.98	\$8,953.78
3.0	00001187*0019-E-3	Group:00001187*0019 Plan:HMC2C \$25ER Ind	\$867.86	\$2,603.55
17.0	00001187*0019-F-2	Group:00001187*0019 Plan:HMC2C \$100ER Fam	\$2,077.30	\$35,314.10

*OK to Pay*  
*J. J. [Signature]*  
 1/11/24

HEALTH PREMIUM FEBRUARY 2024

Subtotal	\$1,438,216.51
Misc	\$0.00
<b>Total</b>	<b>\$1,438,216.51</b>

Late payment interest accrues on outstanding balances at a rate of 12% per annum, commencing on first day late fees assess.



RISK MANAGEMENT TRUST

501 WAMPANOAG TRAIL, SUITE 301, EAST PROVIDENCE, RI 02915  
 PHONE: (401) 438-0811 FAX: (401) 438-6990

All Inquiries: accountsreceivable@ritrust.com

**Bill To:**

Sara Miranda  
 City of Pawtucket  
 137 Roosevelt Ave  
 Pawtucket RI 02860

# INVOICE

Invoice	DENTAL007336
Date	12/16/2023
Page	1

Purchase Order No.	Customer ID	Payment Terms	Due Date	Late Fees Assess As Of
	PAWTCITD	15th of Month w/8	1/15/2024	1/23/2024

Quantity	Item Number	Description	Unit Price	Ext. Price
1.0	DENTAL PREMIUM	Dental Premium Total	\$59,602.10	\$59,602.10

OK to Pay  
 J. Borucki  
 12/16/23

DENTAL PREMIUM FOR JANUARY 2024

Subtotal	\$59,602.10
Misc	\$0.00
<b>Total</b>	<b>\$59,602.10</b>

Late payment interest accrues on outstanding balances at a rate of 12% per annum, commencing on first day late fees assess.

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION  
DOCKET NO. 23-30-WW  
Response Of The Pawtucket Water Supply Board  
To The Rhode Island Division of  
Public Utilities and Carriers'  
Data Requests  
Set 6

---

- Div. 6-7:** Refer to the attachment to the response to DIV 2-3a, Salary Plan Tab.
- a. Please provide the supporting calculations for the "OT (budget %)" of 1.16% and 6.59%. Please identify the components used in the calculations.
  - b. Please provide the supporting calculations for the "Out of Grade (budget %)" of 0.33% and 3.59%. Please identify the components used in the calculations.
  - c. Please explain why \$2,000 is included for overtime for the Information Systems Manager. Does the Information Systems Manager routinely earn overtime? Please explain fully.

- Response:**
- a. Given the unpredictability of events that require overtime (main breaks, etc.), PWSB used FY2023 actual expenses as the basis for the FY2024 departmental budget. As a result, the overtime percentages used for FY2024, 1.16% for Customer Service and 6.59% for Transmission and Distribution, are calculated percentages in order to be consistent with the same dollar amount from FY2023.
  - b. Given the unpredictability of events that may lead to Out of Grade expense, PWSB used FY2023 actual expenses as the basis for the FY2024 departmental budget. As a result, the overtime percentages used for FY2024, 0.33% for Transmission and Distribution and 3.50% for Metering, are calculated percentages in order to be consistent with the same dollar amount from FY2023.
  - c. PWSB included FY2024 overtime of \$2,000 for the Information Systems Manager in connection with software upgrades and patches that are best completed during off hours when users are not on the systems.

**Prepared by:** Michael Lecours

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION  
DOCKET NO. 23-30-WW  
Response Of The Pawtucket Water Supply Board  
To The Rhode Island Division of  
Public Utilities and Carriers'  
Data Requests  
Set 6

---

**Div. 6-8:** Refer to the attachment to the response to DIV 2-8.

- a. Please explain the \$35,365.28 charge to Post employment Health Insurance on February 28, 2022.
- b. Please explain the reason for the \$13,568.65 charge reversal to Post employment Health Insurance on April 30, 2022. What period did Pawtucket record the original charge for which the reversal was made?
- c. Please explain why the Post employment Health Insurance expense for FY 2022 is significantly higher than the previous two years.

**Response:**

- a. The monthly charge for FY2022 was calculated to be \$13,568.65. However, the first eight months of the year were recorded by the City of Pawtucket Finance Department at a monthly amount of \$9,147.99. The difference of \$4,420.66 multiplied by the aforementioned eight months is \$35,365.28 representing the derivation of the February 28, 2022 charge to Post employment health insurance.
- b. The retiree post-employment health insurance charge for April 2022 was booked twice by City of Pawtucket Finance Department. The charge reversal amount of \$13,568.65 booked on April 30, 2022 represents the reversal of the duplicate charge.
- c. Retiree post-employment health insurance for FY2022 was significantly higher than the previous two years because certain PWSB retirees were improperly classified on the City of Pawtucket retiree employee list as having worked in other departments.

**Prepared by:** Michael Lecours

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION  
DOCKET NO. 23-30-WW  
Response Of The Pawtucket Water Supply Board  
To The Rhode Island Division of  
Public Utilities and Carriers'  
Data Requests  
Set 6

---

**Div. 6-9:** Refer to the attachment to the response to DIV 2-9.

- a. Please confirm that the Municipal Retiree Healthmate Family Plan and Municipal Retiree Healthmate Individual Plan are the only two line items that relate to the MERS defined benefits.
- b. Please identify any other MERS defined benefits expense and show where they are recorded in the cost of service.

**Response:** a. PWSB confirms that the Municipal Retiree Healthmate Family Plan and Municipal Retiree Healthmate Individual Plan are the only two line items that relate to retiree postemployment health insurance benefits.

b. There are no other retiree post-employment retirement health insurance defined benefits.

**Prepared by:** Michael Lecours

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION  
DOCKET NO. 23-30-WW  
Response Of The Pawtucket Water Supply Board  
To The Rhode Island Division of  
Public Utilities and Carriers'  
Data Requests  
Set 6

---

**Div. 6-10:** Refer to the attachment to the response to DIV 2-12. Please provide the derivation of the \$0.1208/kwh and the \$0.16125/kwh.

**Response:** Please see attached PWSB January 2022 and October 2023 Rhode Island Energy invoices for the derivation of the \$0.1028/kWh and \$0.16125/kWh energy rates, respectively. The 2022 energy rate of \$0.1028/kWh was inadvertently listed in PWSB's testimony as \$0.1208/kWh. The PWSB would note that there was no attachment to DIV. 2-12.

**Prepared by:** Michael Lecours



SERVICE FOR  
PAWTUCKET WATER SUPPLY  
BOARD  
085 BRANCH ST,  
S-5 STREET LIGHTS  
PAWTUCKET, RI 02860

BILLING PERIOD  
Dec 22, 2021 to Jan 24, 2022

ACCOUNT NUMBER 90829-69014  
PLEASE PAY BY Feb 17, 2022

AMOUNT DUE  
**\$ 271.50**

**Enrollment Information**

To enroll with a supplier or change to another supplier, you will need the following information about your account:  
Loadzone: Rhodelsland  
Acct No: 90829-69014 Cycle: 18, PAWT

**Right To Dispute Your Bill And To An Impartial Hearing**

If you believe your bill is inaccurate or for any reason payment may be withheld, you should first contact our Customer Service Department at 1-800-322-3223. If a mutually satisfactory settlement of this matter cannot be made, you have the right to submit this matter to: Reviewing Officer, Division of Public Utilities and Carriers, 89 Jefferson Blvd., Warwick, Rhode Island 02888 Telephone: 401-780-9700. National Grid will not disconnect your service pending proceedings before a reviewing officer appointed by the Public Utilities Administrator.

**LIHEAP Charge**

This charge is required under Rhode Island law and will be used to provide funding for a Low-Income Home Energy Assistance Program ("LIHEAP") Enhancement Plan, designed to assist low-income electric and natural gas households with their home energy and heating needs. By law, this charge may not be more than \$10 per year for each electric or natural gas service account.

**Explanation of Billing Terms Available**

If you would like an explanation of any of the terms used on your bill, you may find them on our web site at [www.nationalgrid.com](http://www.nationalgrid.com) or you may call us at 1-800-322-3223.

**DETAIL OF CURRENT CHARGES**

**Delivery Services**

► Outdoor lighting is not metered. Your charge is a flat rate based on the quantity and intensity of the lamp(s) you use.

Service Period	No. of days	Total Usage
Dec 22 - Jan 24	33	667 kWh
<b>RATE Street &amp; Area Lighting - Customer Equip S-05</b>		
LIHEAP Enhancement Charge		0.79
Distribution Energy Chg	0.06073 x 667 kWh	40.51
Energy Efficiency Prgms	0.01143 x 667 kWh	7.62
Renewable Egy Dist Chg	0.00832363 x 667 kWh	5.55
Transmission Charge	0.02342 x 667 kWh	15.62
Transition Charge	-0.00145 x 667 kWh	-0.96
RE Growth Program		0.63
<b>Total Delivery Services</b>		<b>\$ 69.76</b>

**Supply Services**

<b>SUPPLIER</b> CONSTELLATION NEWENERGY INC 1221 LAMAR ST. SUITE 750 HOUSTON TX 77010		
<b>PHONE</b> 844-836-3749	<b>ACCOUNT NO</b> 10312769	
Electricity Supply	0.0987 x 667 kWh	65.83
Gross Earnings Tax	0.04166667 x 65.83	2.74
<b>Total Supply Services</b>		<b>\$ 68.57</b>

$\$68.57 / 667 \text{ kWh} = \$ .1028$

**Right To Electric Service:**

**During Serious Illness:** If you or anyone presently and normally living in your home is seriously ill, we will not discontinue your electric service during such illness providing you: have a registered physician certify in writing to us that such illness exists, the nature and duration of the illness and you make satisfactory arrangements to pay your bill. This certification must be received within seven (7) days from the date that your physician initially contacts our Credit Department at 1-888-211-1313.

**You have a child under twenty four months and a financial hardship:** If you or anyone presently and normally living in your home has a child under twenty four months old we will not terminate your electric service, provided you also have a financial hardship. Please call our Credit Department at 1-888-211-1313 immediately if this applies to you.

**Termination of Service to Elderly or Handicapped Persons**

If all residents in your household are 62 years of age or older or if any resident in your household is handicapped, the Company will not terminate your service for failure to pay the past due bill without written approval from the Division of Public Utilities. If you cannot pay your bill all at once, you may be able to work out a payment plan with the Company. The Elderly or Handicapped Forms that must be filled out are available at the Company. The Form also enables you to participate in "Third Party Notification". If you have any questions or want further information, call the Credit Department at 1-888-211-1313.



SERVICE FOR  
PAWTUCKET WATER SUPPLY  
BOARD  
085 BRANCH ST,  
S-5 STREET LIGHTS  
PAWTUCKET, RI 02860

BILLING PERIOD  
Dec 22, 2021 to Jan 24, 2022

PAGE 3 of 3

ACCOUNT NUMBER 90829-69014  
PLEASE PAY BY Feb 17, 2022

AMOUNT DUE  
**\$ 271.50**

www.nationalgridus.com

**Other Charges/Adjustments**

Gross Earnings Tax	0.04166667 x 69.76	2.91
<b>Total Other Charges/Adjustments</b>		<b>\$ 2.91</b>



# Rhode Island Energy™

a PPL company

SERVICE FOR  
PAWTUCKET WATER SUPPLY  
BOARD  
RESERVOIR AVE  
LINCOLN RI 02865

BILLING PERIOD  
Sep 22, 2023 to Oct 24, 2023

PAGE 2 of 3

ACCOUNT NUMBER  
90435-21007

PLEASE PAY BY  
Nov 17, 2023

AMOUNT DUE  
\$ 90.23

### Enrollment Information

To enroll with a supplier or change to another supplier, you will need the following information about your account:

Loadzone: Rhode Island

Acct No: 90435-21007 Cycle: 16, PAWT

### Right To Dispute Your Bill And To An Impartial Hearing

If you believe your bill is inaccurate or for any reason payment may be withheld, you should first contact our Customer Service Department at 1-855-RIE-1101. If a mutually satisfactory settlement of this matter cannot be made, you have the right to submit this matter to: Reviewing Officer, Division of Public Utilities and Carriers, 89 Jefferson Blvd., Warwick, Rhode Island 02888 Telephone: 401-780-9700. Rhode Island Energy will not disconnect your service pending proceedings before a reviewing officer appointed by the Public Utilities Administrator.

### LIHEAP Charge

This charge is required under Rhode Island law and will be used to provide funding for a Low-Income Home Energy Assistance Program ("LIHEAP") Enhancement Plan, designed to assist low-income electric and natural gas households with their home energy and heating needs. By law, this charge may not be more than \$10 per year for each electric or natural gas service account.

### Explanation of Billing Terms Available

If you would like an explanation of any of the terms used on your bill, you may find them on our web site at RIenergy.com or you may call us at 1-855-RIE-1101.

## DETAIL OF CURRENT CHARGES

### Delivery Services

► Outdoor lighting is not metered. Your charge is a flat rate based on the quantity and intensity of the lamp(s) you use.

Service Period	No. of days	Total Usage
Sep 22 - Oct 24	32	371 kWh

RATE General Street Lighting Service S-14

LIHEAP Enhancement Charge		0.79
Distribution Energy Chg	0.04025 x 371 kWh	14.92
Energy Efficiency Prgms	0.00986 x 371 kWh	3.65
Renewable Egy Dist Chg	0.01288 x 371 kWh	4.78
Transmission Charge	0.02719 x 371 kWh	10.09
Transition Charge	0.00021 x 371 kWh	0.08
RE Growth Program		0.78

**Total Delivery Services \$ 35.09**

### Supply Services

SUPPLIER CONSTELLATION  
NEWENERGY INC  
1001 LOUISIANA ST  
SUITE 2300  
HOUSTON TX 77002



PHONE 844-636-3749 ACCOUNT NO 10312749

Electricity Supply	0.1548 x 371 kWh	57.43
Gross Earnings Tax	0.04166667 x 57.43	2.39

**Total Supply Services \$ 59.82**

$$\$59.82 / 371 \text{ kWh} = \$ .16124$$

### Right To Electric Service:

**During Serious illness:** If you or anyone presently and normally living in your home is seriously ill, we will not discontinue your electric service during such illness providing you: have a registered physician certify in writing to us that such illness exists, the nature and duration of the illness and you make satisfactory arrangements to pay your bill. This certification must be received within seven (7) days from the date that your physician initially contacts our Credit Department at 1-855-RIE-1104.

**You have a child under twenty four months and a financial hardship:** If you or anyone presently and normally living in your home has a child under twenty four months old we will not terminate your electric service, provided you also have a financial hardship. Please call our Credit Department at 1-855-RIE-1104 immediately if this applies to you.

### Termination of Service to Elderly or Handicapped Persons

If all residents in your household are 62 years of age or older or if any resident in your household is handicapped, the Company will not terminate your service for failure to pay the past due bill without written approval from the Division of Public Utilities. If you cannot pay your bill all at once, you may be able to work out a payment plan with the Company. The Elderly or Handicapped Forms that must be filled out are available at the Company. The Form also enables you to participate in "Third Party Notification". If you have any questions or want further information, call the Credit Department at 1-855-RIE-1104.



**Rhode Island Energy™**  
a PPL company

SERVICE FOR  
PAWTUCKET WATER SUPPLY  
BOARD  
RESERVOIR AVE  
LINCOLN RI 02865

BILLING PERIOD  
Sep 22, 2023 to Oct 24, 2023

PAGE 3 of 3

ACCOUNT NUMBER 90435-21007  
PLEASE PAY BY Nov 17, 2023

AMOUNT DUE  
**\$ 90.23**

RIEnergy.com

**Facility Charges**

Quantity	Description	Unit Price	Amount
2	LUM HPS FLD 400W	19.645	39.29
<b>Total Facility Charges</b>			<b>\$ 39.29</b>

**Other Charges/Adjustments**

Gross Earnings Tax	0.04166667 x 74.38	3.10
Transfer of Net Metering Credit		-47.07
<b>Total Other Charges/Adjustments</b>		<b>-\$ 43.97</b>

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION  
DOCKET NO. 23-30-WW  
Response Of The Pawtucket Water Supply Board  
To The Rhode Island Division of  
Public Utilities and Carriers'  
Data Requests  
Set 6

**CERTIFICATION**

I hereby certify that on February 7, 2024, I sent a copy of the within to all parties set forth on the attached Service List by electronic mail and copies to Luly Massaro, Commission Clerk, by electronic mail and regular mail.

<b>Parties</b>	<b>Email Distribution</b>	<b>Phone</b>
<b>Pawtucket Water Supply Board</b> Joseph A. Keough, Jr., Esq. Keough & Sweeney 41 Mendon Ave. Pawtucket, RI 02861	<a href="mailto:jkeoughjr@keoughsweeney.com">jkeoughjr@keoughsweeney.com</a> ;	401-724-3600
James L. DeCelles, P.E. Chief Engineer Pawtucket Water Supply Board 85 Branch St. Pawtucket, RI 02860	<a href="mailto:decelles@pwsb.org">decelles@pwsb.org</a> ; <a href="mailto:mlecours@pwsb.org">mlecours@pwsb.org</a>	401-729-5001
David Fox, Consultant Raftelis Financial Consultants	<a href="mailto:Dfox@raftelis.com">Dfox@raftelis.com</a> ;	
<b>Division of Public Utilities &amp; Carriers:</b> Gregory Schultz, Esq. Dept. of Attorney General 150 South Main St. Providence, RI 02903	<a href="mailto:gscultz@riag.ri.gov">gscultz@riag.ri.gov</a> ;	401-222-2424
	<a href="mailto:Al.mancini@dpuc.ri.gov">Al.mancini@dpuc.ri.gov</a> ;	
	<a href="mailto:John.bell@dpuc.ri.gov">John.bell@dpuc.ri.gov</a> ;	
	<a href="mailto:Al.contente@dpuc.ri.gov">Al.contente@dpuc.ri.gov</a> ;	
	<a href="mailto:ellen.golde@dpuc.ri.gov">ellen.golde@dpuc.ri.gov</a> ;	
	<a href="mailto:Steven.Parrillo@dpuc.ri.gov">Steven.Parrillo@dpuc.ri.gov</a> ;	
	<a href="mailto:Machaela.Seaton@dpuc.ri.gov">Machaela.Seaton@dpuc.ri.gov</a> ;	
<a href="mailto:Margaret.L.Hogan@dpuc.ri.gov">Margaret.L.Hogan@dpuc.ri.gov</a> ;		

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION  
DOCKET NO. 23-30-WW  
Response Of The Pawtucket Water Supply Board  
To The Rhode Island Division of  
Public Utilities and Carriers'  
Data Requests  
Set 6

Jerome Mierzwa Lafayette Morgan Exeter Associates, Inc. 10480 Little Patuxent Pkwy, Suite 300 Columbia, MD 21044	<a href="mailto:jmierzwa@exeterassociates.com">jmierzwa@exeterassociates.com</a> ;	410-992-7500
	<a href="mailto:lmorgan@exeterassociates.com">lmorgan@exeterassociates.com</a> ;	
<b>File original and nine (9) copies w/:</b> Luly E. Massaro, Commission Clerk <b>Public Utilities Commission</b> 89 Jefferson Boulevard Warwick, RI 02888	<a href="mailto:Luly.massaro@puc.ri.gov">Luly.massaro@puc.ri.gov</a> ;	401-780-2107
	<a href="mailto:Patricia.lucarelli@puc.ri.gov">Patricia.lucarelli@puc.ri.gov</a> ;	
	<a href="mailto:Christopher.caramello@puc.ri.gov">Christopher.caramello@puc.ri.gov</a> ;	
	<a href="mailto:Alan.nault@puc.ri.gov">Alan.nault@puc.ri.gov</a> ;	




---

Joseph A. Keough, Jr., Esquire # 4925  
KEOUGH + SWEENEY, LTD.  
41 Mendon Avenue  
Pawtucket, RI 02861  
(401) 724-3600 (phone)  
(401) 724-9909 (fax)  
jkeoughjr@keoughsweeney.com