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*ADMITTED TO PRACTICE IN
RHODE ISLAND & MASSACHUSETTS

June 14, 2011

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

**Re: *City of Newport, Utilities Department, Water Division
Docket 4243***

Dear Ms. Massaro:

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

1. Newport Water's Response to the Public Utilities Commission's First Set of Data Requests;

Please note that electronic copies of these documents have been provided to the service list.

Thank you for your attention to this matter.

Sincerely,



Joseph A. Keough Jr.

JAK/kf
Enclosures

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
Utilities Division, Water Department
To The Public Utilities Commission's
Data Requests
Set 1**

Comm. 1-1: Please provide documentation to support the claimed 21.4% health insurance rate increase.

Response: The premium increase from 2010 to 2011 was 15.6%. The premium increase from 2011 to 2012 will be 2.4%. The cumulative rate increase from Docket 4025 (FY 2010) to the rate year (FY 2012) is 18.374%. See Attachments Heath Rates FY 2011 and FY 2012. When the rate case was filed, Newport did not have the information regarding the increase from FY11 to FY12. Now that Newport has this information, the health insurance benefit expense premium increase will be reduced in our rebuttal schedules.

Prepared by: J. Tracey

NEWPORT

Account 6470

The Trust Working Rates by Group

Effective: 07/01/11 - 06/30/12

Group 100646 - CITY OF NEWPORT - POLICE

Office Visit: \$15, Specialist Office Visit: \$25, Allergy Dermatologist Office Visit: \$25, Vision Office Visit: \$25, Urgicenter Office Visit: \$25, Chiro Office Visit: \$25, Basic Deductible Coinsurance Stoploss: \$250/\$500, 100/0, \$0/\$0 EXCL PREV/DIAG LAB/X-RAY/MACHINE, ER Copay: \$75, Out of Network Coverage: \$250/\$500, 80/20, \$4K/\$8K, Fee for Service Rx: 20% MAND.GENERIC, \$600PP OOP MAX, 20% SPEC \$75 MAX PER SCRIPT, Behavioral Health Copays: \$25 IND PER SESSION/\$25 GRP PER SESSION, Good Health Benefit: GOOD HEALTH,

	Individual	Family	Rate Increase
Present			
Health Rate	\$609.00	\$1,471.01	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$623.96	\$1,507.14	

	Individual	Family	Rate Increase
Renewal			
Health Rate	\$639.06	\$1,543.61	2.4%

Group 100720 - CITY OF NEWPORT-SUPERVISORS

HealthMate - 6532

Office Visit: \$15, Specialist Office Visit: \$25, Allergy Dermatologist Office Visit: \$25, Vision Office Visit: \$25, Urgicenter Office Visit: \$25, Chiro Office Visit: \$25, Basic Deductible Coinsurance Stoploss: \$250/\$500, 100/0, \$0/\$0 EXCL PREV/DIAG LAB/X-RAY/MACHINE, ER Copay: \$75, Out of Network Coverage: \$250/\$500, 80/20, \$4K/\$8K, Fee for Service Rx: 20% MAND.GENERIC, \$600PP OOP MAX, 20% SPEC \$75 MAX PER SCRIPT, Behavioral Health Copays: \$25 IND PER SESSION/\$25 GRP PER SESSION, Good Health Benefit: GOOD HEALTH,

	Individual	Family	Rate Increase
Present			
Health Rate	\$609.00	\$1,471.01	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$623.96	\$1,507.14	

	Individual	Family	Rate Increase
Renewal			
Health Rate	\$639.06	\$1,543.61	2.4%

Group 102428 - CITY OF NEWPORT SUPV-UNION

HealthMate - 6532

Office Visit: \$15, Specialist Office Visit: \$25, Allergy Dermatologist Office Visit: \$25, Vision Office Visit: \$25, Urgicenter Office Visit: \$25, Chiro Office Visit: \$25, Basic Deductible Coinsurance Stoploss: \$250/\$500, 100/0, \$0/\$0 EXCL PREV/DIAG LAB/X-RAY/MACHINE, ER Copay: \$75, Out of Network Coverage: \$250/\$500, 80/20, \$4K/\$8K, Fee for Service Rx: 20% MAND.GENERIC, \$600PP OOP MAX, 20% SPEC \$75 MAX PER SCRIPT, Behavioral Health Copays: \$25 IND PER SESSION/\$25 GRP PER SESSION, Good Health Benefit: GOOD HEALTH,

	Individual	Family	Rate Increase
Present			
Health Rate	\$609.00	\$1,471.01	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$623.96	\$1,507.14	

	Individual	Family	Rate Increase
Renewal			
Health Rate	\$639.06	\$1,543.61	2.4%

Group 136 - NEWPORT SCHOOL DEPT NON TEACHING

HealthMate - 4350

Office Visit: \$10, Specialist Office Visit: \$10, Allergy Dermatologist Office Visit: \$15, Vision Office Visit: \$10, Urgicenter Office Visit: \$10, Chiro Office Visit: \$10, ER Copay: \$25, Out of Network Coverage: \$200/600, 80/20, 3K/9K, Fee for Service Rx: (80/20 300/600 OOP), Behavioral Health Copays: \$15 IND PER SESSION/\$10 GRP PER SESSION, Good Health Benefit: GOOD HEALTH,

	Individual	Family	Rate Increase
Present			
Health Rate	\$662.12	\$1,599.32	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$677.08	\$1,635.45	

	Individual	Family	Rate Increase
Renewal			
Health Rate	\$693.46	\$1,675.03	2.4%

Group 136R - NEWPORT SCHOOL DEPT NON-TEACHING RE

HealthMate - 4350

Office Visit: \$10, Specialist Office Visit: \$10, Allergy Dermatologist Office Visit: \$15, Vision Office Visit: \$10, Urgicenter Office Visit: \$10, Chiro Office Visit: \$10, ER Copay: \$25, Out of Network Coverage: \$200/600, 80/20, 3K/9K, Fee for Service Rx: (80/20 300/600 OOP), Behavioral Health Copays: \$15 IND PER SESSION/\$10 GRP PER SESSION, Good Health Benefit: GOOD HEALTH,

	Individual	Family	Rate Increase
Present			
Health Rate	\$662.12	\$1,599.32	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$677.08	\$1,635.45	
Renewal			
Health Rate	\$693.46	\$1,675.03	2.4%

Group 1B289 - CITY OF NEWPORT RETIREES

HealthMate - 6532

Office Visit: \$15, Specialist Office Visit: \$25, Allergy Dermatologist Office Visit: \$25, Vision Office Visit: \$25, Urgicenter Office Visit: \$25, Chiro Office Visit: \$25, Basic Deductible Coinsurance Stoploss: \$250/\$500, 100/0, \$0/\$0 EXCL PREV/DIAG LAB/X-RAY/MACHINE, ER Copay: \$75, Out of Network Coverage: \$250/\$500, 80/20, \$4K/\$8K, Fee for Service Rx: 20% MAND.GENERIC, \$600PP OOP MAX, 20% SPEC \$75 MAX PER SCRIPT, Behavioral Health Copays: \$25 IND PER SESSION/\$25 GRP PER SESSION, Good Health Benefit: GOOD HEALTH,

	Individual	Family	Rate Increase
Present			
Health Rate	\$609.00	\$1,471.01	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$623.96	\$1,507.14	
Renewal			
Health Rate	\$639.06	\$1,543.61	2.4%

Group 1B290 - CITY OF NEWPORT LIBRARY

HealthMate - 6532

Office Visit: \$15, Specialist Office Visit: \$25, Allergy Dermatologist Office Visit: \$25, Vision Office Visit: \$25, Urgicenter Office Visit: \$25, Chiro Office Visit: \$25, Basic Deductible Coinsurance Stoploss: \$250/\$500, 100/0, \$0/\$0 EXCL PREV/DIAG LAB/X-RAY/MACHINE, ER Copay: \$75, Out of Network Coverage: \$250/\$500, 80/20, \$4K/\$8K, Fee for Service Rx: 20% MAND.GENERIC, \$600PP OOP MAX, 20% SPEC \$75 MAX PER SCRIPT, Behavioral Health Copays: \$25 IND PER SESSION/\$25 GRP PER SESSION, Good Health Benefit: GOOD HEALTH,

	Individual	Family	Rate Increase
Present			
Health Rate	\$609.00	\$1,471.01	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$623.96	\$1,507.14	
Renewal			
Health Rate	\$639.06	\$1,543.61	2.4%

Group 46 - NEWPORT SCHOOL DEPARTMENT

HealthMate - 4350

Office Visit: \$10, Specialist Office Visit: \$10, Allergy Dermatologist Office Visit: \$15, Vision Office Visit: \$10, Urgicenter Office Visit: \$10, Chiro Office Visit: \$10, ER Copay: \$25, Out of Network Coverage: \$200/600, 80/20, 3K/9K, Fee for Service Rx: (80/20 300/600 OOP), Behavioral Health Copays: \$15 IND PER SESSION/\$10 GRP PER SESSION, Good Health Benefit: GOOD HEALTH,

	Individual	Family	Rate Increase
Present			
Health Rate	\$662.12	\$1,599.32	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$677.08	\$1,635.45	
Renewal			
Health Rate	\$693.46	\$1,675.03	2.4%

Group 46R - NEWPORT SCHOOL DEPARTMENT RETIREES

HealthMate - 4350

Office Visit: \$10, Specialist Office Visit: \$10, Allergy Dermatologist Office Visit: \$15, Vision Office Visit: \$10, Urgicenter Office Visit: \$10, Chiro Office Visit: \$10, ER Copay: \$25, Out of Network Coverage: \$200/600, 80/20, 3K/9K, Fee for Service Rx: (80/20 300/600 OOP), Behavioral Health Copays: \$15 IND PER SESSION/\$10 GRP PER SESSION, Good Health Benefit: GOOD HEALTH,

	Individual	Family	Rate Increase
Present			
Health Rate	\$662.12	\$1,599.32	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$677.08	\$1,635.45	
Renewal			
Health Rate	\$693.46	\$1,675.03	2.4%

Group 6470 - CITY OF NEWPORT AFSCME

HealthMate - 6532

Office Visit: \$15, Specialist Office Visit: \$25, Allergy Dermatologist Office Visit: \$25, Vision Office Visit: \$25, Urgicenter Office Visit: \$25, Chiro Office Visit: \$25, Basic Deductible Coinsurance Stoploss: \$250/\$500, 100/0, \$0/\$0 EXCL PREV/DIAG LAB/X-RAY/MACHINE, ER Copay: \$75, Out of Network Coverage: \$250/\$500, 80/20, \$4K/\$8K, Fee for Service Rx: 20% MAND.GENERIC, \$600PP OOP MAX, 20% SPEC \$75 MAX PER SCRIPT, Behavioral Health Copays: \$25 IND PER SESSION/\$25 GRP PER SESSION, Good Health Benefit: GOOD HEALTH,

	Individual	Family	Rate Increase
Present			
Health Rate	\$609.00	\$1,471.01	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$623.96	\$1,507.14	
	Individual	Family	
Renewal			
Health Rate	\$639.06	\$1,543.61	2.4%

Group 6471 - CITY OF NEWPORT - FIRE

HealthMate - 6518

Office Visit: \$15, Specialist Office Visit: \$25, Allergy Dermatologist Office Visit: \$25, Vision Office Visit: \$25, Urgicenter Office Visit: \$25, Chiro Office Visit: \$25, Basic Deductible Coinsurance Stoploss: \$250/\$500, 100/0, \$0/\$0 EXCL PREV/DIAG LAB/X-RAY/MACHINE, ER Copay: \$75, Out of Network Coverage: \$250/\$500, 80/20, \$4K/\$8K, Fee for Service Rx: 20% MAND.GENERIC, \$600PP OOP MAX, 20% SPEC \$75 MAX PER SCRIPT, Behavioral Health Copays: \$25 IND PER SESSION/\$25 GRP PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Health Rate	\$613.21	\$1,481.14	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$628.17	\$1,517.27	
	Individual	Family	
Renewal			
Health Rate	\$643.37	\$1,553.99	2.4%

Group 7219 - CITY OF NEWPORT

HealthMate - 6532

Office Visit: \$15, Specialist Office Visit: \$25, Allergy Dermatologist Office Visit: \$25, Vision Office Visit: \$25, Urgicenter Office Visit: \$25, Chiro Office Visit: \$25, Basic Deductible Coinsurance Stoploss: \$250/\$500, 100/0, \$0/\$0 EXCL PREV/DIAG LAB/X-RAY/MACHINE, ER Copay: \$75, Out of Network Coverage: \$250/\$500, 80/20, \$4K/\$8K, Fee for Service Rx: 20% MAND.GENERIC, \$600PP OOP MAX, 20% SPEC \$75 MAX PER SCRIPT, Behavioral Health Copays: \$25 IND PER SESSION/\$25 GRP PER SESSION, Good Health Benefit: GOOD HEALTH,

	Individual	Family	Rate Increase
Present			
Health Rate	\$609.00	\$1,471.01	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$623.96	\$1,507.14	
	Individual	Family	
Renewal			
Health Rate	\$639.06	\$1,543.61	2.4%

Group M10064 - CITY OF NEWPORT - POLICE

BCHP - 6476

Office Visit: \$5, Specialist Office Visit: \$5, Allergy Dermatologist Office Visit: \$5, Vision Office Visit: \$5, Urgicenter Office Visit: \$15, Chiro Office Visit: \$5, ER Copay: \$25, Out of Network Coverage: FLEX B - \$250/500 80/20 3K/6K, Fee for Service Rx: \$5/\$15/\$30, SPECIALTY \$30, M/O \$12.5/\$37.5/\$75, Capitated Behavioral Health: \$5 IND PER SESSION/\$5 GRP PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Health Rate	\$647.67	\$1,564.70	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$662.63	\$1,600.83	
	Individual	Family	
Renewal			
Health Rate	\$678.66	\$1,639.57	2.4%

Group M10064 - CITY OF NEWPORT - POLICE

Classic - 4325

ER Copay: \$25, Major Medical with Rx: \$200/400, 80/20, Behavioral Health Copays: \$0 PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Health Rate	\$742.31	\$1,793.59	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$757.27	\$1,829.72	
	Individual	Family	
Renewal			
Health Rate	\$775.59	\$1,874.00	2.4%

Group M10072 - CITY OF NEWPORT SUPERVISORS
BCHP - 6476

Office Visit: \$5, Specialist Office Visit: \$5, Allergy Dermatologist Office Visit: \$5, Vision Office Visit: \$5, Urgicenter Office Visit: \$15, Chiro Office Visit: \$5, ER Copay: \$25, Out of Network Coverage: FLEX B - \$250/500 80/20 3K/6K, Fee for Service Rx: \$5/\$15/\$30, SPECIALTY \$30, M/O \$12.5/\$37.5/\$75, Capitated Behavioral Health: \$5 IND PER SESSION/\$5 GRP PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Health Rate	\$647.67	\$1,564.70	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$662.63	\$1,600.83	
	Individual	Family	
Renewal			
Health Rate	\$678.66	\$1,639.57	2.4%

Group M10072 - CITY OF NEWPORT SUPERVISORS
Classic - 4325

ER Copay: \$25, Major Medical with Rx: \$200/400, 80/20, Behavioral Health Copays: \$0 PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Health Rate	\$742.31	\$1,793.59	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$757.27	\$1,829.72	
	Individual	Family	
Renewal			
Health Rate	\$775.59	\$1,874.00	2.4%

Group M10242 - CITY OF NEWPORT SUPV - UNION
Classic - 4325

ER Copay: \$25, Major Medical with Rx: \$200/400, 80/20, Behavioral Health Copays: \$0 PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Health Rate	\$742.31	\$1,793.59	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$757.27	\$1,829.72	
	Individual	Family	
Renewal			
Health Rate	\$775.59	\$1,874.00	2.4%

Group M10242 - CITY OF NEWPORT SUPV - UNION
BCHP - 6476

Office Visit: \$5, Specialist Office Visit: \$5, Allergy Dermatologist Office Visit: \$5, Vision Office Visit: \$5, Urgicenter Office Visit: \$15, Chiro Office Visit: \$5, ER Copay: \$25, Out of Network Coverage: FLEX B - \$250/500 80/20 3K/6K, Fee for Service Rx: \$5/\$15/\$30, SPECIALTY \$30, M/O \$12.5/\$37.5/\$75, Capitated Behavioral Health: \$5 IND PER SESSION/\$5 GRP PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Health Rate	\$647.67	\$1,564.70	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$662.63	\$1,600.83	
	Individual	Family	
Renewal			
Health Rate	\$678.66	\$1,639.57	2.4%

Group M1B289 - CITY OF NEWPORT RETIREES
BCHP - 6476

Office Visit: \$5, Specialist Office Visit: \$5, Allergy Dermatologist Office Visit: \$5, Vision Office Visit: \$5, Urgicenter Office Visit: \$15, Chiro Office Visit: \$5, ER Copay: \$25, Out of Network Coverage: FLEX B - \$250/500 80/20 3K/6K, Fee for Service Rx: \$5/\$15/\$30, SPECIALTY \$30, M/O \$12.5/\$37.5/\$75, Capitated Behavioral Health: \$5 IND PER SESSION/\$5 GRP PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Health Rate	\$647.67	\$1,564.70	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$662.63	\$1,600.83	
	Individual	Family	
Renewal			
Health Rate	\$678.66	\$1,639.57	2.4%

Group M1B289 - CITY OF NEWPORT RETIREES

Classic - 4325

ER Copay: \$25, Major Medical with Rx: \$200/400, 80/20, Behavioral Health Copays: \$0 PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Health Rate	\$742.31	\$1,793.59	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$757.27	\$1,829.72	
Renewal			
Health Rate	\$775.59	\$1,874.00	2.4%

Group M1B290 - CITY OF NEWPORT LIBRARY

Classic - 4325

ER Copay: \$25, Major Medical with Rx: \$200/400, 80/20, Behavioral Health Copays: \$0 PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Health Rate	\$742.31	\$1,793.59	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$757.27	\$1,829.72	
Renewal			
Health Rate	\$775.59	\$1,874.00	2.4%

Group M1B290- CITY OF NEWPORT LIBRARY

BCHP - 6476

Office Visit: \$5, Specialist Office Visit: \$5, Allergy Dermatologist Office Visit: \$5, Vision Office Visit: \$5, Urgicenter Office Visit: \$15, Chiro Office Visit: \$5, ER Copay: \$25, Out of Network Coverage: FLEX B - \$250/500 80/20 3K/6K, Fee for Service Rx: \$5/\$15/\$30, SPECIALTY \$30, M/O \$12.5/\$37.5/\$75, Capitated Behavioral Health: \$5 IND PER SESSION/\$5 GRP PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Health Rate	\$647.67	\$1,564.70	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$662.63	\$1,600.83	
Renewal			
Health Rate	\$678.66	\$1,639.57	2.4%

Group M46 - NEWPORT SCHOOL DEPARTMENT

BCHP - 1599

Office Visit: \$5, Specialist Office Visit: \$5, Allergy Dermatologist Office Visit: \$5, Vision Office Visit: \$5, Urgicenter Office Visit: \$15, Chiro Office Visit: \$5, ER Copay: \$25, Out of Network Coverage: FLEX B - \$250/500 80/20 3K/6K, Fee for Service Rx: \$5/\$15/\$30 PHARMACY, \$10/\$30/\$60 M/O, Capitated Behavioral Health: \$5 IND PER SESSION/\$5 GRP PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Health Rate	\$647.67	\$1,564.70	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$662.63	\$1,600.83	
Renewal			
Health Rate	\$678.66	\$1,639.57	2.4%

Group M46 - NEWPORT SCHOOL DEPARTMENT

Classic - 4329

ER Copay: \$0, Major Medical with Rx: \$50/100, 80/20, BH 50/50, Behavioral Health Copays: \$0 PER SESSION, Good Health Benefit: GOOD HEALTH,

	Individual	Family	Rate Increase
Present			
Health Rate	\$761.39	\$1,844.44	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$776.35	\$1,880.57	
Renewal			
Health Rate	\$795.14	\$1,926.08	2.4%

Group M46R - NEWPORT SCHOOL DEPARTMENT-RETIRES

Classic - 4329

ER Copay: \$0, Major Medical with Rx: \$50/100, 80/20, BH 50/50, Behavioral Health Copays: \$0 PER SESSION, Good Health Benefit: GOOD HEALTH,

	Individual	Family	Rate Increase
Present			
Present			
Health Rate	\$761.39	\$1,844.44	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$776.35	\$1,880.57	
	Individual	Family	
Renewal			
Health Rate	\$795.14	\$1,926.08	2.4%

Group M46R - NEWPORT SCHOOL DEPARTMENT-RETIRES

BCHP - 1599

Office Visit: \$5, Specialist Office Visit: \$5, Allergy Dermatologist Office Visit: \$5, Vision Office Visit: \$5, Urgicenter Office Visit: \$15, Chiro Office Visit: \$5, ER Copay: \$25, Out of Network Coverage: FLEX B - \$250/500 80/20 3K/6K, Fee for Service Rx: \$5/\$15/\$30 PHARMACY, \$10/\$30/\$60 M/O, Capitated Behavioral Health: \$5 IND PER SESSION/\$5 GRP PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Present			
Health Rate	\$647.67	\$1,564.70	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$662.63	\$1,600.83	
	Individual	Family	
Renewal			
Health Rate	\$678.66	\$1,639.57	2.4%

Group M6470 - CITY OF NEWPORT

BCHP - 6476

Office Visit: \$5, Specialist Office Visit: \$5, Allergy Dermatologist Office Visit: \$5, Vision Office Visit: \$5, Urgicenter Office Visit: \$15, Chiro Office Visit: \$5, ER Copay: \$25, Out of Network Coverage: FLEX B - \$250/500 80/20 3K/6K, Fee for Service Rx: \$5/\$15/\$30, SPECIALTY \$30, M/O \$12.5/\$37.5/\$75, Capitated Behavioral Health: \$5 IND PER SESSION/\$5 GRP PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Present			
Health Rate	\$647.67	\$1,564.70	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$662.63	\$1,600.83	
	Individual	Family	
Renewal			
Health Rate	\$678.66	\$1,639.57	2.4%

Group M6470 - CITY OF NEWPORT AFSCME

Classic - 4325

ER Copay: \$25, Major Medical with Rx: \$200/400, 80/20, Behavioral Health Copays: \$0 PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Present			
Health Rate	\$742.31	\$1,793.59	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$757.27	\$1,829.72	
	Individual	Family	
Renewal			
Health Rate	\$775.59	\$1,874.00	2.4%

Group M6471 - CITY OF NEWPORT - FIRE

BCHP - 6476

Office Visit: \$5, Specialist Office Visit: \$5, Allergy Dermatologist Office Visit: \$5, Vision Office Visit: \$5, Urgicenter Office Visit: \$15, Chiro Office Visit: \$5, ER Copay: \$25, Out of Network Coverage: FLEX B - \$250/500 80/20 3K/6K, Fee for Service Rx: \$5/\$15/\$30, SPECIALTY \$30, M/O \$12.5/\$37.5/\$75, Capitated Behavioral Health: \$5 IND PER SESSION/\$5 GRP PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Present			
Health Rate	\$647.67	\$1,564.70	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$662.63	\$1,600.83	
	Individual	Family	
Renewal			
Health Rate	\$678.66	\$1,639.57	2.4%

Group M6471 - CITY OF NEWPORT - FIRE
Classic - 4326

ER Copay: \$25, Major Medical with Rx: \$200/400, 80/20, BH 50/50, Behavioral Health Copays: \$0 PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
Present			
Health Rate	\$742.31	\$1,793.59	
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$757.27	\$1,829.72	
Renewal			
Health Rate	\$775.59	\$1,874.00	2.4%

Group M7219 - CITY OF NEWPORT
Classic - 4325

ER Copay: \$25, Major Medical with Rx: \$200/400, 80/20, Behavioral Health Copays: \$0 PER SESSION, Good Health Benefit: GOOD HEALTH, Vision Hardware Reimbursement: \$100 MAX FOR FRAMES AND LENSES PER CY,

	Individual	Family	Rate Increase
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Renewal			
Health Rate	\$775.59	\$1,874.00	2.4%

CITY OF NEWPORT AFSCME
Account 6470
Working Rates by Group
Effective: 07/01/10 - 06/30/11

Stop Loss Carrier: BCBSRI
 Stop Loss Deductible: \$200,000
 Stop Loss Maximum: \$1,800,000
 Stop Loss Basis: 12/24

Group 6470 - CITY OF NEWPORT AFSCME

HealthMate - 6532

Office Visit: \$15, Specialist Office Visit: \$25, Allergy Dermatologist Office Visit: \$25, Vision Office Visit: \$25, Urgicenter Office Visit: \$25, Chiro Office Visit: \$25, Basic Deductible Coinsurance Stoploss: \$250/\$500, 100/0, \$0/\$0 EXCL PREV/DIAG LAB/X-RAY/MACHINE, ER Copay: \$75, Out of Network Coverage: \$250/\$500, 80/20, \$4K/\$8K, Fee for Service Rx: 20% MAND.GENERIC, \$600PP OOP MAX, 20% SPEC \$75 MAX PER SCRIPT, Student Dependent: 25 STU/19 DEP, Behavioral Health Copays: \$25 IND PER SESSION/\$25 GRP PER SESSION, Good Health Benefit: GOOD HEALTH,

	Individual	Family	Rate Increase
<i>Present</i>			
Health Rate	\$528.74	\$1,277.14	
Stop Loss Rate	\$10.97	\$26.50	
Combined Health Rate	\$539.71	\$1,303.64	-
	Individual	Family	
<i>Renewal</i>			
Health Rate	\$609.00	\$1,471.01	15.2%
Stop Loss Rate	\$14.96	\$36.13	
Combined Health Rate	\$623.96	\$1,507.14	15.6% <i>✓</i>

**CITY OF NEWPORT AFSCME
Account 6470
Working Rates by Group
Effective: 07/01/10 - 06/30/11**

Stop Loss Carrier: BCBSRI
 Stop Loss Deductible: \$200,000
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HealthMate - 6532

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CITY OF NEWPORT AFSCME
Account 6470
Working Rates by Group
Effective: 07/01/10 - 06/30/11

Stop Loss Carrier: BCBSRI
 Stop Loss Deductible: \$200,000
 Stop Loss Maximum: \$1,800,000
 Stop Loss Basis: 12/24

Group 100720 - CITY OF NEWPORT-SUPERVISORS

HealthMate - 6532

Office Visit: \$15, Specialist Office Visit: \$25, Allergy Dermatologist Office Visit: \$25, Vision Office Visit: \$25, Urgicenter Office Visit: \$25, Chiro Office Visit: \$25, Basic Deductible Coinsurance Stoploss: \$250/\$500, 100/0, \$0/\$0 EXCL PREV/DIAG LAB/X-RAY/MACHINE, ER Copay: \$75, Out of Network Coverage: \$250/\$500, 80/20, \$4K/\$8K, Fee for Service Rx: 20%
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CITY OF NEWPORT AFSCME
 Account 6470
 Working Rates by Group
 Effective: 07/01/10 - 06/30/11

Stop Loss Carrier: DCBSRI
 Stop Loss Deductible: \$200,000
 Stop Loss Maximum: \$1,800,000
 Stop Loss Basis: 12/24

Group 102428 - CITY OF NEWPORT SUPV-UNION
 HealthMate - 6532

Office Visit: \$15, Specialist Office Visit: \$25, Allergy Dermatologist Office Visit: \$25, Vision Office Visit: \$25, Urgicenter Office Visit: \$25, Chiro Office Visit: \$25, Basic Deductible Coinsurance Stoploss: \$250/\$500, 100/0, \$0/\$0 EXCL PREV/DIAG LAB/X-RAY/MACHINE, ER Copay: \$75, Out of Network Coverage: \$250/\$500, 80/20, \$4K/\$8K, Fee for Service Rx: 20% MAND.GENERIC, \$600PP OOP MAX, 20% SPEC \$75 MAX PER SCRIPT, Student Dependent: 25 STU/19 DEP, Behavioral Health Copays: \$25 IND PER SESSION/\$25 GRP PER SESSION, Good Health Benefit: GOOD HEALTH,

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**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
Utilities Division, Water Department
To The Public Utilities Commission's
Data Requests
Set 1**

Comm. 1-2: Please provide documentation relative to the increased MERS contribution.

Response: See Attachment MERS 2011 and MERS 2012.

Prepared by: J. Tracey



Employees' Retirement System of Rhode Island

ERSRI Board:

Frank T. Caprio
*General Treasurer
Chairman*

William B. Finelli
Vice Chairman

Gary R. Alger

Daniel L. Beardsley

Frank R. Benell, Jr.

Rosemary Booth Gallogly

Roger P. Boudreau

Michael R. Boyce

M. Carl Heintzelman

John P. Maguire

John J. Meehan

Louis M. Prata

Linda C. Riendeau

Susan K. Rodriguez

Jean Rondeau

Frank J. Karpinski
Executive Director

Rates Memo

**TO: KATHLENE J O'NEILL,
City of Newport
43 Broadway
NEWPORT, RI 02840**

FROM: FRANK J KARPINSKI, Executive Director

DATE: October 13, 2009

RE: AGENCY# 1352, City of Newport

The following rates will be effective July 01 2010, for agency# 1352

Employee	7%
Employer:	13.81%
Federally Funded:	0%
Dept of Education:	0%

The following benefits exist for Agency# 1352

Plan B COLA Non-Compounded

Please note these rates are based on the assumption that the same retirement benefit package will be offered for the entire period as was in place when the corresponding actuarial valuation was performed. If this will not be the case, these rates should not be used for budgeting purposes and you should contact our office as soon as possible so we can work with you to provide appropriate contribution rates.

Please contact me if you have any questions.



Employees' Retirement System of Rhode Island

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Linda C. Riendeau

Susan K. Rodriguez

Jean Rondeau

Frank J. Karpinski
Executive Director

Rates Memo

**TO: NANCY A LALLI,
City of Newport
43 Broadway
Newport, RI 02840 2792**

FROM: FRANK J KARPINSKI, Executive Director

DATE: September 22, 2010

RE: AGENCY# 1352, City of Newport

The following rates will be effective July 01 2011, for agency# 1352

Employee	7%
Employer:	17.08%
Federally Funded:	0%
Dept of Education:	0%

The following benefits exist for Agency# 1352

Plan B COLA Non-Compounded

Please note these rates are based on the assumption that the same retirement benefit package will be offered for the entire period as was in place when the corresponding actuarial valuation was performed. If this will not be the case, these rates should not be used for budgeting purposes and you should contact our office as soon as possible so we can work with you to provide appropriate contribution rates.

Please contact me if you have any questions.

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
Utilities Division, Water Department
To The Public Utilities Commission's
Data Requests
Set 1**

Comm. 1-3: Please provide documentation to support the workers compensation premium.

Response: The workers compensation premium increase in the in the rate filing was estimated at 3% per year from 2010 to 2012. The actual 2011 premium will not be determinable until after June 30, 2011 because a portion of the premium consists of actual claims and we do have two former employees currently receiving workers compensation. The fourth quarter billing is expected by early August, 2011. The 2012 preliminary premium rate will not be determined until August 2011. Workers Compensation insurance is purchased through the Interlocal Trust.

Prepared by: J. Tracey

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
Utilities Division, Water Department
To The Public Utilities Commission's
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Set 1**

COMM. 1-4: When available, please provide copies of the FY 2012 property tax bills.

Response: Copies of the property tax bills from the Towns of Little Compton, Middletown, Portsmouth and Tiverton will be provided when received by Newport water Division

Prepared by: J. Fogue

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
Utilities Division, Water Department
To The Public Utilities Commission's
Data Requests
Set 1**

Com. 1-5: Please provide the usage of the Sakonnet and Paradise pump stations for FY 2006, 2007, 2008, 2009 and 2010.

Response: The dates and gallons pumped usage of the Sakonnet and Paradise pump stations for the requested fiscal years is as follows:

Sakonnet Pump Station

FY 2006 8/15/05 through 9/29/05 – 368,000,000 gallons

FY 2007 No usage

FY2008 8/29/07 through 11/2/07 and 12/7/07 through
12/14/07 – 528,000,000 gallons

FY 2009 7/22/08 through 9/5/08 – 368,000,000 gallons

FY 2010 8/6/09 through 11/5/09 – 736,000,000 gallons

Paradise Pump Station

FY 2006 7/1/05 through 9/30/05 and 6/2/06 through 6/30/06
- 240,000,000 gallons

FY 2007 7/1/06 through 9/1/06 and 6/1/07 through 6/30/07
- 232,500,000 gallons

FY 2008 7/1/07 through 11/30/07 and 6/23/08 through
6/30/08 – 402,500,000 gallons

FY 2009 7/1/08 through 10/23/08 – 287,500,000 gallons

FY 2010 8/2/09 through 9/19/09 and 6/25/09 through 6/30/09
137,500,000 gallons

Prepared by: K. Mason

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
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Set 1**

COMM. 1-6: Please provide a copy of the CDM April 5, 2010 summary cited on page 8 of Ms. Forgue's direct testimony.

Response: Attached is a copy of the presentation CDM made at the City Council Workshop on April 5, 2010.

Prepared by: J. Forgue

Update on Improvements to Water Treatment Facilities

Project # 08-028

Newport City Council Workshop

April 5, 2010



Workshop Agenda

- **Purpose:**
 - Provide a progress update
 - Focused discussion on control of THMs
- **Present and discuss:**
 - Water quality challenges with Newport system
 - Comprehensive plan for Newport WTPs
 - THM control options
 - Rationale for moving forward with advanced treatment option

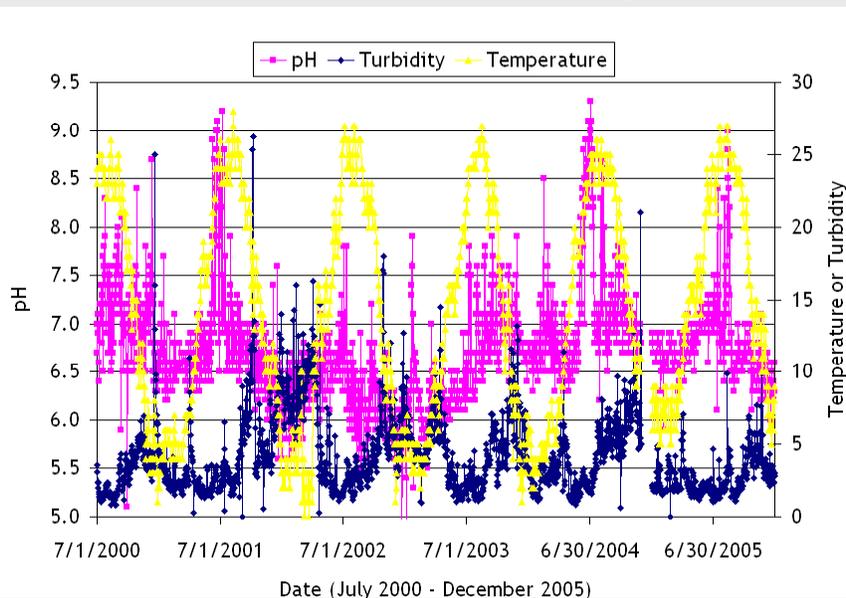
Brief Background

- **Two plants**
 - Lawton Valley
 - Station 1
- **Nine reservoirs**
 - Extremely variable and very difficult to treat
 - Creates serious plant design / operations risk
- **Highly unusual and unexpected type of pipe scales (tetraivalent lead or Pb(IV)) in the distribution system**



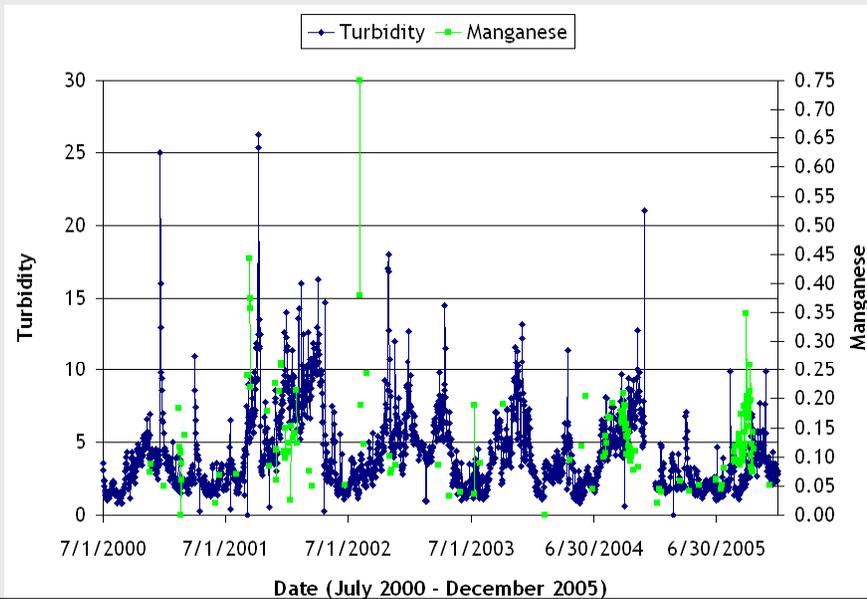
3

Day-to-Day Water Quality Variability Increases Operational Challenges (1 of 2)



4

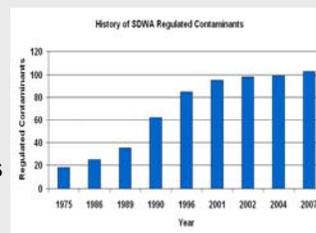
Day-to-Day Water Quality Variability Increases Operational Challenges (2 of 2)



5

In 2004, Comprehensive Plan Prepared to Address Water Treatment Needs

- Significant increase in new drinking water regulations since late 1980s and more on the horizon
- Detailed evaluation of both treatment plants
- Most significant issue: new regulations for THMs (*trihalomethanes*)
 - Change compliance from system-wide average to individual site average
- Proactive, 20-year comprehensive plan:
 - Replace Lawton Valley WTP with a new plant
 - Upgrade Station 1 WTP to regain original capacity of 9 mgd (currently limited to 6 mgd)
 - Evaluate chloramines for short-term reduction in THMs as well as part of long-term plan



6

Progress Update of Key Activities

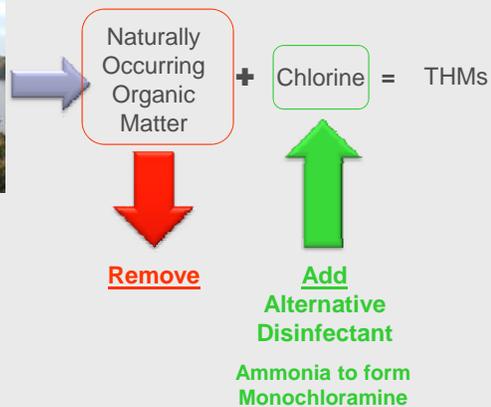
- Consent agreements with RIDOH and RIDEM
- \$57 million estimated cost to:
 - Replace Lawton Valley WTP with a new plant
 - Upgrade Station 1 WTP to regain original capacity of 9 mgd (currently limited to 6 mgd)
 - Conventional treatment
- Phase 1 City Advisor: Design-Build delivery
- Pipe loop testing for chloramines
- Pilot testing of alternative treatment processes

7

Overview of How THMs Are Formed and Controlled



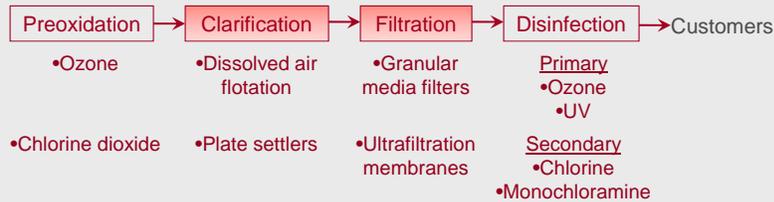
Water Supply Reservoir



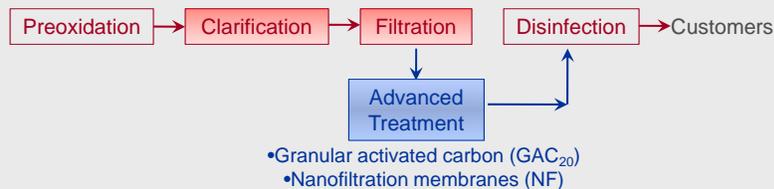
8

Options for Removing Organics

■ “Conventional” treatment



■ “Advanced” treatment



■ Pilot testing study (March – November 2009)

9

Options for Adding an Alternative Disinfectant

■ Chlorine dioxide

- Limited because of its own byproducts (*chlorite*)

■ Ozone

- Does not maintain a residual through the system

■ Monochloramine

- Chlorine + Ammonia = Monochloramine
- Little guidance available in the literature on how to deal with Pb(IV); highly complex technical issue
- Pipe loop study to evaluate impact on lead because of unique and usual scale (Pb(IV))

10

Other Alternatives

- **Aeration**
 - Form THMs, then use air stripping to remove
- **Localized treatment at wholesale customer meter(s)**
 - Option only for Portsmouth
- **Desalination**
- **Remove all lead service lines in Newport**
 - Full replacement, including homeowner portion, required to eliminate risk
 - Sources of lead still present in homes (e.g., faucets, valves, etc.)

11

Removing Organics: Pilot Testing Findings

- **Multiple seasons, March 2009 – February 2010**
- **“Conventional” treatment**
 - Not enough by itself
- **Advanced treatment**
 - GAC: better removal, but not sufficiently reliable
 - NF: excellent removal (more than enough)



12

Nanofiltration (NF)



- Effectiveness for controlling THMs: very good
 - More organics removal than needed if all of the flow is treated
- Can utilize “split” treatment
 - Only treat a portion of the flow, then blend with conventionally treated water
 - Approximately 55 to 65% treated by NF
 - Saves cost
- More complex; very sensitive to upstream conditions and O&M practices

13

Adding an Alternative Disinfectant (Monochloramine): Pipe Loop Findings

- Effectiveness for controlling THMs: very good
- Impact on lead
 - Not known yet; 6 – 12 months additional pipe loop testing
 - Likely to require adding another treatment chemical (orthophosphate)
 - Uncertainty in the science; cutting edge...
 - Limitation in not being able to test actual pipes in service



14

Removing Organics: Other Factors Regarding Nanofiltration



- Complexity of operations
- Residuals (concentrate) disposal
- High cost
 - Capital
 - Operation and maintenance (O&M)
- Modular/expandable/flexible
- Ability to address future regulations, emerging contaminants
 - Endocrine disruptors; pharmaceutical & personal care products
 - Unregulated pathogens
 - Pesticides

15

Adding an Alternative Disinfectant: Other Factors Regarding Monochloramine (1 of 2)



- Requires adding two more chemicals
 - Ammonia
 - Orthophosphate (most likely)
- Unregulated byproducts may be regulated in the future
 - Most concern is NDMA (N-nitrosodimethylamine)
 - Classified as a probable human carcinogen by EPA
- Low cost
 - Capital
 - O&M

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Adding an Alternative Disinfectant: Other Factors Regarding Monochloramine (2 of 2)



- **Nitrification**
 - If not properly controlled, consequences can include:
 - Rapid biofilm growth (jeopardizing compliance with coliform regulations)
 - pH depression
 - Increased nitrite and nitrate levels
- **Public perception, concerns, reaction**

17

Monochloramine Public Concerns

- **Has been used in drinking water for 90 years; approved by EPA and widely used across the US**
 - Los Angeles, San Francisco, Boston, New Bedford, many others
- **Will need to be removed for fish and amphibian use, and for people or businesses requiring highly treated water (e.g., dialysis patients)**
- **Some individuals and groups have expressed concerns about the amount of information available about health issues associated with monochloramine**
- **Reported adverse effects such as respiratory symptoms, skin rashes and digestive disturbances**

18

REPORT YOUR SYMPTOMS

If you live in the CWD and believe you have water-related symptoms, VCE recommends you take the following steps:

- Talk to your doctor or care provider(s), and be sure to let them you think your symptoms may be related to the water. If you are using lotions, steroid creams, or other "allergy"-type medications for the first time or more often, it may be the water causing your symptoms.

• Contact the [Verified Contact of Lead\(II\)](http://www.vce.org) at 800-345-3374.

• Contact VCE at 800-229-4281 or by email at vce@vermont.edu. We are compiling reports to look for patterns and trends. There are no studies on skin or respiratory effects of chloramine, and the limited studies on cancer are inadequate for assessment. Contact the EPA at www.epa.gov.

WHAT YOU CAN DO ABOUT CHLORAMINE

1. Call VCE at 229-4281 and document your story.
2. Tell your doctor and express your concern.
3. Tell decision-makers your concerns:
 - CWD Manager Jim Fay 864-7454
 - Health Commissioner Wendy Davis 863-7280
 - ANR Secretary Jonathan Wood 241-3600
 - Your town's CWD Commissioner*
 - Your legislators State House 800-722-5616
 - Governor Jim Douglas 802-828-3333

*Champlain Water District Board of Water Commissioners

South Burlington
Peter A. Jacob, Chair 802-878-4346, Alternate: Wilson Taylor
Winooski
Tom Bessette, Vice Chair 805-5111, Alternate: Paul Borne, Manager Town of Shelburne
Colchester
Karen Richmond 204-7523, Alternate: Al Viegas 204-7571, Manager Town of Colchester
Waterbury
George Heaton 895-4222, Alternate: Andrew Legg 895-4954
Winooski
Village of Jericho
Bill Brown 898-4646
Winooski
Peter Drivak 855-9107, Alternate: Joshua Handwerker 855-0410, Manager
Essex
Bernie Leonard 278-0183, Alternate: Ruth Taylor
Winooski

Chloramine = Chlorine + Ammonia

LIMIT YOUR EXPOSURE

There is no easy way to effectively filter out chloramine from household water. Some people have found that whole house filters help, but they are expensive and require maintenance.

By limiting exposure - taking shorter, cooler showers, showering elsewhere, using spring water for bathing, cooking and cleaning - almost all who suffer from symptoms see fast relief.

Contact VCE for other suggestions on how to cut back on your contact.



The CCAC Flier

Is your tap water safe?

Did you know that a new disinfectant, **chloramine**, has been added to our Hetch Hetchy water system which has not been properly tested for human consumption and safety?

care2 petition site

2, confirm 3, share 4, thank you

CHLORAMINE Fish Can't Live With It.

STOP USE OF CHLORAMINE IN DRINKING WATER!

Target: Lisa Jackson, USEPA
Sponsored by: Chloramine Information Center

Water companies across the US are adding ammonia to your drinking water. Ammonia and chlorine combine to make a compound called "chloramine". It is lethal to fish. Six massive fish kills have been documented in the US and Canada killing everything down to the earthworm. People in 20 states have reported respiratory problems, skin rashes and digestive problems from drinking, cooking with or bathing in chloraminated water. The byproducts of chloramine are 100 TIMES MORE TOXIC than those of chlorine. These byproducts are known to be genotoxic (damage DNA), cytotoxic (damage cells) and carcinogenic (cause cancer). Chloramine is 20,000 TIMES LESS EFFECTIVE in killing bacteria that cause water borne diseases. Chloramine literally "wets" rubber fitting in plumbing and leaches lead into your children's water. Lead poisoning can cause developmental disabilities in children. The use of chloramine adds pollutants to the Chesapeake Bay and other watersheds that are destroying these water bodies.

There are alternative methods available to these water companies. They do not have to use chloramine. It is the cheapest alternative available to them. Scientists have no doubt that EPA will eventually regulate chloramine byproducts. That time frame could be 5-15 years. In the meantime the water companies have said they will use it until someone makes them stop! Your signature will help make them stop.

To learn more about chloramine and the fight to stop its use go to <http://www.chloraminecenter.net/> or <http://www.vce.org/>.

sign petition!

Are you at risk?

To find out if you are, read on!

If you have questions or concerns, contact Citizens Concerned About Chloramine (CCAC) at (650) 328-0424.

Chloramine = Chlorine + AMMONIA

A New Additive in the Water

On February 2, 2009, the San Francisco Public Utilities Commission (SFPUC) added a new disinfectant, **chloramine**, a combination of **chlorine** and **ammonia**, into the Hetch Hetchy water supply. As a result, users in the Bay Area began to experience a range of reactions including:

RESPIRATORY SYMPTOMS

- sinus and nasal congestion
- sneezing
- coughing
- choking
- wheezing
- life-threatening asthma-like symptoms
- bronchial and emphysema-like symptoms

SKIN SYMPTOMS

- rashes and red burning skin
- intense itching
- dry, chapping, flaking, cracking skin
- welts and blistering skin with scarring and pigmentation
- peeling, bleeding lips, dry mouth and throat
- dry eyes

DIGESTIVE DISORDER SYMPTOMS

- irritable bowel symptoms-like reactions (IBS)
- acid reflux-like symptoms

Neither the public nor the city water boards were consulted or involved in the decision to use chloramine in place of chlorine. The SFPUC says that chloramine is "safe" even though no one knows if it can cause cancer. Are we to be used as guinea pigs to

Citizens Concerned About Chloramine (CCAC)

San Francisco Bay Area, California 650 328-0424 Send an email to CCAC

Home

Mission Statement

The CCAC Flier

CCAC Overview

Chloramine Facts

Toxic Showers and Baths

Effects on Environment

Effects on Plumbing

SFPUC Fail to Report on Health Study on Chloramine

CCAC Recommendations

CCAC History

Citizens Concerned About Chloramine (CCAC)

Welcome to the website of **Citizens Concerned About Chloramine (CCAC)**, a nonprofit organization based in the San Francisco Bay Area, California.

Last modified: 07/31/2009 02:11:14

Homepage > PITTSBURGH NEWS

Team 4: Water Companies Switch Chemicals, But Is It Safe?

Companies Switching From Chlorine To Chloramine

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[Comments \(0\)](#)
[SHARE](#) [Facebook](#) [Twitter](#)

POSTED: 6:10 pm EDT March 20, 2009
 UPDATED: 7:19 pm EDT March 20, 2009

PITTSBURGH -- While some Pittsburgh-area water suppliers prepare to add new chemicals to the drinking water, others have already made the change.

Water companies maintain the chemicals are safe, but critics believe otherwise.

As part of a Team 4 investigation, Channel 4 Action News reporter Jim Parsons found the chemicals being added are those used to kill bacteria.

Several suppliers are switching or have switched from chlorine to chloramine, a disinfectant already used in one-third of the country's public water supplies.

In Summary, Nanofiltration Approach Compared To Monochloramine

Conventional Treatment: \$57 million	
Adding an Alternative Disinfectant: Monochloramine	Removing Organics: Nanofiltration
+ \$0.5 million	+ \$26 – 30 million

- **Nanofiltration offers:**
 - A more “permanent” long-term solution
 - More reliability and certainty
 - Greater ability to address future regulations without need for upgrades down the road
 - Less likelihood of public concerns relative to health effects

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Next Steps

- **Conduct additional nanofiltration testing (May – August)**
 - Demonstration testing to optimize design parameters to save costs
- **Notify RI Department of Health to change consent agreement technical selection**
- **Issue RFP to D/B firms (~ October)**

22

**STATE OF RHODE ISLAND
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COMM. 1-7: How many of the five respondents to the RFQ for the Design/Build Services are on the "short list" for receiving RFPs?

Response: Three respondents are included on the short list for receipt of the RFP.

Prepared by: J. Fogue

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
Utilities Division, Water Department
To The Public Utilities Commission's
Data Requests
Set 1**

COMM. 1-8: Bids for the Design/Build Services are due in May 2011. At the time the bids are opened, please provide the number of bids received and the names of the bidders.

Response: The three short listed firms/teams submitted proposals on May 25, 2011. The firms/teams are:

1. AECOM/Nickerson Joint Venture
2. Gilbane Building Company
3. The O'Connell Companies

Prepared by: J. Fogue

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
Utilities Division, Water Department
To The Public Utilities Commission's
Data Requests
Set 1**

Comm. 1-9: For each debt service issuance, please provide the approximate date of issuance and when Newport Water plans to file with the Division for each.

Response: Newport Water recently received proposals for the design and construction of improvements at Station 1 and the replacement of the plant at Lawton Valley from design/build contractors and is in the process of evaluating those proposals with the intent of recommending a preferred contractor to Newport City Council in December of 2011. Since the proposed debt issuances will be used to fund the design and construction of improvements at Station 1 and the replacement of the plant at Lawton Valley, the exact timing of the debt issuance of is not currently known, but will be determined by the design and construction schedule of the selected design/build contractor.

Newport has issued a letter to RICWFA requesting approximately \$22 M from its next bond issuance; however, plans for issuing debt in future years will be made when the design and construction schedule is known with certainty.

Newport will file for approval with the Division after the conclusion of this docket, and it is anticipated that separate filings will be made in advance of each debt issuance.

Prepared by: Harold J. Smith

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
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To The Public Utilities Commission's
Data Requests
Set 1**

Comm. 1-10: Please provide documentation from the Rhode Island Interlocal Trust supporting the Fire and Liability Insurance increase in the rate year.

Response: The Fire and Liability Insurance premium increase in the rate filing was estimated at 2% from FY 2011 actual premiums. The premium for FY 2010 decreased 3% from FY 2009, but the FY 2011 premium increased by 5.25% from FY 2010 t. The 2012 premiums will not be known until August 2011 when the Interlocal Trust bills the City.

Prepared by: J. Tracey

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
Utilities Division, Water Department
To The Public Utilities Commission's
Data Requests
Set 1**

Comm. 1-11: Please provide an estimate of the staff time required to develop the monthly cash flow narrative and the quarterly statement of cash flows for year-to-date and restricted account analysis.

Response: Each monthly cash report takes approximately 12 to 14 hours a month to prepare and review. The Quarterly reports take approximately 20 to 25 hours to prepare and review. This totals to approximately 225 to 275 hours per year.

Prepared by: J. Tracey

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
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To The Public Utilities Commission's
Data Requests
Set 1**

Comm. 1-12: Please discuss how Newport Water anticipates the results from the future rate design docket to affect the proposed rate plan. Please provide the anticipated filing date.

Response: It is anticipated that the daily demand gathering efforts taking place this summer will result in class demand data that will meet the requirements set forth in the settlement agreement in the last docket. If this is indeed the case, then Newport Water would most likely file for cost of service based rate adjustments in the fall of 2011; however, the cost of service based rates would be designed to recover the same revenue requirement in effect when the Commission approves the rate design.

Prepared by: Harold J. Smith

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
Utilities Division, Water Department
To The Public Utilities Commission's
Data Requests
Set 1**

Com. 1-13: Why has unaccounted for water been increasing consistently over the past three years?

Response: Newport Water believes that the high unaccounted for water is due to a combination of factors. First, based upon calibration of raw and finished water meters at the Lawton Valley treatment plant, it appears that we have been reporting water produced available for sale at approximately 4 to 5 percent higher than actual production figures. It is believed that over reporting has been occurring over the last year or so. Second, Newport has undertaken a leak detection survey, which is approximately 40% complete. Through this survey we have identified several locations requiring repair. This survey is scheduled to be completed by September.

Newport Water is taking the following steps to address several other factors that may be contributing to unaccounted for water:

1. We have completed the replacement of all the Navy meters, including the largest, the 10" meter at Training Station Road in May, 2011 and the Maple Avenue meter in April, 2011. This, combined with ongoing annual calibration testing of the Navy meters will ensure the accuracy of the water conveyed to the Navy.
2. The conversion of the system to radio read technology is currently 87% complete and includes replacement of approximately 95% of the meters 1 ½" in size and smaller. In addition to virtually eliminating all estimated reads, the new meters are anticipated to be more accurate as any slow registering meters are replaced.
3. There are approximately 210 large meters 2" and greater remaining to be changed out and/or converted to the radio read technology which is being performed by in-house staff. Again, in addition to virtually eliminating all estimated reads, the new meters are anticipated to be more accurate as any slow registering meters are replaced.

Prepared by: K. Mason

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
Utilities Division, Water Department
To The Public Utilities Commission's
Data Requests
Set 1**

Com. 1-14: Why is the unaccounted for water in excess of 20%, higher than the other regulated utilities?

Response: See Newport's response to Comm. 1-13.

Prepared by: K. Mason

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
Utilities Division, Water Department
To The Public Utilities Commission's
Data Requests
Set 1**

Com. 1-15: What is Newport Water doing to address the high level of unaccounted for water?

Response: See Newport's response to Comm. 1-13.

Prepared by: K. Mason

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
Utilities Division, Water Department
To The Public Utilities Commission's
Data Requests
Set 1**

COMM. 1-16: Please provide copies of the most recent labor contracts.

Response: Attached are the contracts in use for NEA and AFSCME, Local 911

Prepared by: J. Forgue

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF NEWPORT AND

NEWPORT MUNICIPAL EMPLOYEES ASSOCIATION,

NATIONAL EDUCATION ASSOCIATION OF RHODE ISLAND

(LOCAL 840)

FOR THE PERIOD FROM

JULY 1, 2004 TO JUNE 30, 2007

and

JULY 1, 2007 TO JUNE 30, 2009

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ARTICLE 1

PURPOSE

- 1.0 It is the purpose of this agreement to carry out the policy of the City of Newport by encouraging a more harmonious and cooperative relationship between the City and its management employees. By means of this Agreement, the signatories hereto bind themselves to improve the standards of service to the people of the City of Newport. The signatories agree further that the laws of the State of Rhode Island, the Ordinances of the City of Newport and the will of the people of the City of Newport expressed through, referenda, or otherwise shall be enforced.
- 1.1 Pursuant to the provisions of the Public Laws of the State of Rhode Island, this Agreement is made and entered into this _____ day of _____, in the year 2009, by and between the City of Newport Rhode Island (hereafter "the City") and the Newport Municipal Employees Association, National Education Association of Rhode Island (hereafter "the Union")

ARTICLE 2

RECOGNITION AND UNION SECURITY

2.1 **Recognition –**

2.1. The City hereby recognizes that the Newport Municipal Employees Association, National Education Association of Rhode Island, is the exclusive bargaining agent for permanent, active employees in the following positions:

Administrative Assistant - Utilities
Beach Manager/Recreation Supervisor
Clean City Program Coordinator
Computer Manager
Deputy Tax Assessor
Deputy Zoning Officer
Deputy Zoning Officer (Part-Time)
Executive Secretary
Facilities Manager
Financial Analyst - Utilities
Harbormaster
Help Desk Coordinator
Laboratory Supervisor
Microbiologist
Municipal Court Administrator
Planner
Preservation Planner
Purchasing Agent
Recreation Program Supervisor
Research & Development Administration
Senior Development Planner
Supervisor of Streets
Supervisor of Water Distribution/Collection
Web Developer

for the purpose of collective bargaining relative to wages, rates of pay and other terms and conditions of employment. This Agreement constitutes, for its duration, complete discharge and satisfaction of the obligations created by this section. The parties specifically agree that the positions of:

Accounting Supervisor

Administrative Assistant - Manager's Office

Assessor

Building Official

Budget and Financial Analyst

City Clerk

Controller

Deputy City Clerk

Deputy Utilities Director, Finance

Deputy Utilities Director, Engineering

Director of Economic Development

Director of Finance and Support Services

Director of Planning, Zoning, Development & Inspections

Director of Public Services

Director of Recreation

Director of Utilities

Executive Assistant

Fire Chief

Human Resources Administrator

Human Resources Assistant

Information Technology Manager

Legal Assistant
Police Chief
Recreation Administrator
Redevelopment Agency Administrator/Grant Writer
Senior Accountant
Tax Collector
Transportation Engineer
Trees and Grounds Supervisor
Water Quality Production Supervisor
Zoning Officer

shall be excluded from the bargaining unit covered by this Agreement, and the Union agrees not to seek to represent nor accept into membership employees in any of these positions.

2.2 **Nondiscrimination** - All references to employees in this Agreement designate both genders, and whenever one gender is used, it shall be construed to include both male and female employees.

The Union and the City agree that neither shall discriminate against any employee in the administration of this Agreement because of membership or non-membership in the Union.

2.3 **Union Security** - All active permanent employees in the positions listed in Article 2, Section 1 of this Agreement shall have the right to join or refrain from joining the Newport Municipal Employees Association, National Education Association of Rhode Island. Employees who choose not to join

the Union, however, and who are covered by the terms of this Agreement, shall be required to pay a monthly service fee to the Union, and/or special assessments from time to time, for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities to represent all of the employees in the collective bargaining with the City. The Union agrees that it will accept into membership every employee covered by this Agreement who tenders dues as a condition of acquiring and retaining membership.

This fee shall be payable at the same time and in the same manner as members' dues, and the sum shall be fixed lawfully by the Union.

2.4 **Dues** - The City agrees to deduct union dues, as established by the Union, from the pay of each member of the bargaining unit who is a member of the Union in equal amounts from each pay, as the frequency of pay periods may require, upon receipt from each such member of a written authorization form. The amounts of such deductions for Union dues are to be transmitted to the duly elected Treasurer of the Union by the 8th day of each successive month.

The Union will notify the City in writing not less than thirty (30) days prior to any change in the amount of Union dues.

2.5 **Indemnification** - The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought or issued against the City as a result of any action taken by the City under the provisions of this Article.

2.6 **Definitions** – (a) Whenever used in the Agreement, the term's "member" or "employee" shall have the same meaning, which is: active, permanent employee in the positions in the bargaining unit. Employees, who are on layoff, suspension without pay, or leave of absence or absent for active military service shall be entitled to none of the benefits of this Agreement, except to the extent they are expressly granted eligibility for certain benefits in other sections of this Agreement or as may otherwise be provided by law.

2.6(b) Notwithstanding any other provision of this Agreement to the contrary, permanent part-time employees, (i.e., those whose established schedule is for less than 32 hours per week), shall be entitled to pay for hours worked as established by this Agreement, and four hours pay for holidays, but to no other benefits or entitlements provided by this Agreement.

Employees who are not full-time employees shall be entitled to benefits only to the extent provided by the Personnel Ordinance, as it may be amended from time to time.

2.7 **Union Officers and Representatives** - A written list of Union Officers and representatives shall be furnished to the City immediately after designation, and the Union shall immediately notify the City of any changes therein.

ARTICLE 3

SCOPE OF AGREEMENT

3.1 **Scope** - This Agreement is made pursuant to and in discharge of, for its duration, the duty to bargain with each other imposed by law upon the

parties. The bargaining which preceded the execution hereof results in no agreements other than those expressly set fourth herein and except to the extent that the express provisions of Article 1 through Article 29 of this Agreement expressly and necessarily place limits thereon, the City retains all the discretion and power of unilateral action possessed by it prior to its recognition of the Union and prior to the Union's gaining the support of a majority of the employees.

- 3.2 **Saving Clauses** - Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.1 **Management** - The Union recognizes that except as specifically relinquished by the express terms of this Agreement, all rights to manage, direct or supervise the operations of the City and its employees are vested solely in the City. Except as expressly and necessarily limited by the provisions of this Agreement, among the rights retained by the City pursuant to this Agreement are the rights to:
1. Hire, discharge or discipline employees for just cause.
 2. Introduce new or improved work methods, procedures, equipment or facilities and to reduce the work force if, in its sole judgment, it (the City) requires fewer employees.
 3. Lay off employees.

4. Assign work.
5. Fix standards of quality and quantity for work done.
6. Control the types of work, amounts of work, method of accomplishing work and scheduling of operations.
7. Determine the number of employees on any assignment and job content.
8. Rearrange jobs and tasks to improve operational efficiency and/or eliminate slack and idle time.
9. Hire such temporary and/or part-time employees as it sees fit.
10. Determine how, when, where and by whom work shall be done and whether and to what extent employees covered by this Agreement shall perform it.
11. Enact and alter from time to time rules and regulations, governing the conduct of employees, and any and all aspects of employment and the internal conduct of the City and its departments, which are not in direct and necessary conflict with the explicit provisions of this Agreement. Such rules and regulations, polices and procedures, upon adoption, shall be given in writing to every employee covered by this Agreement. All employees covered by this Agreement shall adhere to such rules and regulations.
12. Fill or not to fill vacancies.

The listing of the foregoing specific rights in no way limits the generality of Article III thereof. Notwithstanding any other provision of this Agreement, the City retains the right to take any reasonable action in emergency situations, to protect the public interest, even if such action is contrary to the express terms of this Agreement.

- 4.2 **Subcontracting** - The City shall advise and inform the Union of any subcontracting work it plans to have performed which work has been exclusively performed by bargaining unit employees in the past. Notice shall be provided within ninety (90) days of the commencement of said work.

**ARTICLE 5
NO STRIKES**

- 5.1 The Union and employees will not cause, call, encourage or sanction any strike, work stoppage, sick-out or slowdown, nor will the Union or any employee give assistance, encouragement or support to any concerted activity directed against any of the City's officials or managers in their homes or businesses.

**ARTICLE 6
PROBATION**

- 6.1 During the probationary period, individuals shall have no recourse to the grievance provisions of this Agreement.
- 6.2 During the probationary period, at least two (2) performance ratings shall be made on all probationary employees. The first is due at the end of three (3) months' employment, and the second is due at the end of the fifth month.
- 6.3 Upon completion of the probationary period, if an individual is not notified that his/her services are terminated he/she acquires full status as a regular employee.

ARTICLE 7
SENIORITY

7.1 Seniority - Definitions and Terms

7.1(a) Seniority shall be defined as the total length of continuous service with the Employer and shall begin to accrue, following completion of the probationary period. Upon completion of the probationary period, seniority shall be based upon the employee's first day of work in the bargaining unit.

7.1(b) Individuals shall be considered on probation for six (6) months after the first day of employment in their position (classification) and the City shall have complete discretion during the probationary period to determine whether or not to retain any individual for any reason. An employee retained after the probationary period shall acquire seniority status dating from the first day of employment in their position. The City, with the agreement of the affected employee and Union may extend the probationary period. Employees hired on the same day shall be assigned relative seniority at random by lottery.

7.2 Layoffs and Recall

7.2(a) In the event that the City determines that it will have a layoff, employees shall be laid off in the affected Classifications in reverse order of seniority. Affected employees will remain on a preferential reemployment list for a period of two (2) years from the date of layoff and shall retain their seniority for this period.

7.2(b) Employees on layoff shall be entitled to recall for a period of two (2) years from the date of the layoff to any vacant position for which he/she is qualified.

7.2(c) In the event of a recall, employees will be recalled in inverse order of layoff, provided they have the skills and experience necessary to perform the function of the vacant position. For purpose of this subsection, the following classifications shall be deemed to be the same: Chemist and Microbiologist.

7.2(d) Notice of recall shall be sent to the employee by certified mail, giving twenty-one (21) days notice of recall. Within seven (7) calendar days of receipt of the notice of recall, the employee must notify the City of intention to accept the recall. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail to the mailing address provided by the employee, who shall have the obligation to inform the City of latest mailing address.

7.2(e) Seniority shall be cumulative during the periods of layoff.

7.3 Forfeiture - Seniority and employee status will be forfeited in the event of the following:

- (1) Failure to accept recall or to report to work in accordance with Section 7.2 above;
- (2) Voluntary quit;
- (3) Discharge for just cause;

- (4) Absence from work without notice to the City for three (3) consecutive works days, except under extraordinary circumstances in which contacting their department head is impossible;
- (5) When an employee exceeds an authorized leave of absence;
- (6) Layoff for a period exceeding the period during which an employee has recall rights;
- (7) Dishonesty by the employee to the detriment of the City, the public or any other employee of the City, including, but not limited to, knowingly falsifying a public record.

7.4 Seniority List - A seniority list shall be prepared upon the execution of this Agreement, posted for all members of the bargaining unit to inspect, and a copy forwarded to the Union President. Any member who believes that his/her date of seniority is inaccurate shall bring this to the attention of the Union President, who shall meet with the Manager or his/her designee to resolve this matter. If unsuccessful, the dispute shall be submitted to the grievance procedure. Thereafter, an updated seniority list shall be posted annually, and a copy forwarded to the Union President.

ARTICLE 8 HOURS OF WORK

8.1 This Article is intended to define the normal hours of work and the normal workweek and to provide the basis for calculation of compensatory time.

8.2 Hours - The regular workweek for most employees shall consist of five (5) consecutive working days from Monday through Friday.

8.2(a) Except as listed below, all full-time employees covered by this Agreement shall have a Monday-Friday, thirty-five (35) hour work week of seven (7) consecutive hours per day, exclusive of a one (1) hour lunch.

8.2(b) The position of Supervisor of Streets shall have a Monday-Friday, forty (40) hour workweek of eight (8) consecutive hours per day, exclusive of a half (1/2) hour lunch.

8.2(c) The position of Supervisor of Water Distribution/Collection shall have a Monday-Friday, thirty-seven (37) and one-half (1/2) hour workweek of seven (07) and one-half (1/2) consecutive hours per day, exclusive of a half (1/2) hour lunch.

8.2(d) The Computer Manager shall have a Monday-Friday, forty (40) hour workweek of eight consecutive hours per day, exclusive of a one (1) hour lunch.

8.3 The following employees work a flexible workweek, which incorporates existing weekend and/or evening work, and averages the number of hours per week respectively set forth:

Beach Manager (35)

Harbormaster (35)

Recreation Program Supervisor (35)

Laboratory employees (35)

8.4 Salaried employees shall not receive overtime pay. Salaried employees may be required to perform work, or attend meetings related to City business or work, other than during the normal workday, by the City Manager. Employees shall receive compensatory time for such work and attendance at all such required meetings in accordance with the following:

- (1) Compensatory time shall be credited for the actual time worked outside of normal hours of work.
- (2) An employee shall be credited with a minimum of one (1) hour (in attendance with the foregoing) for each meeting or work assignment even if the meeting is for less than one (1) hour.
- (3) Compensatory time shall be discharged within three (3) months of the date credited and may not be cashed in or carried over.
- (4) Employees who are assigned to work outside of the "normal" workweek will similarly earn and discharge compensatory time.

Certain employees, including but not limited to the Harbormaster, Beach Manager, Supervisor of Streets, Deputy Zoning Officer and the Supervisor of Water Distribution/Collection are subject to seasonal demand periods, during which they may not discharge the use of compensatory time. Said employees shall have up to three (3) months from the designated end of such a period, to discharge compensatory time they accrued during said period.

- 8.5 In the event the City decides to change the hours (i.e., starting and ending times) of any employee, it will provide at least two (2) weeks notice before the date of the change.
- 8.6 The parties acknowledge that on-call responsibilities of employees can, from time to time, interfere with the employees' personal and family obligations. An employee will not be required to respond to all on-call demands if legitimate personal and family burdens prevent him/her from doing so.

ARTICLE 9
HOLIDAYS AND LEAVE

9.1(a) All employees covered by this Agreement shall be entitled to twelve (12) paid holidays, as follows:

- (1) New Years Day (January 1)
- (2) Martin Luther King Day (3rd Monday of January)
- (3) Washington's Birthday (3rd Monday in February)
- (4) RI Independence Day
- (5) Memorial Day (Last Monday of May)
- (6) Independence Day (July 4th)
- (7) Victory Day (2nd Monday of August)
- (8) Labor Day (1st Monday of September)
- (9) Columbus Day (2nd Monday of October)
- (10) Veteran's Day (November 11th)
- (11) Thanksgiving Day (4th Thursday in November)
- (12) Christmas Day (December 25th)

- 9.1(b) In the event that the RI General Assembly abolishes Victory Day as a State Holiday, employees will continue to receive the second (2nd) Monday of August as a day off with pay.
- 9.1(c) Whenever a holiday falls during an employee's scheduled vacation, the employee will not be charged vacation leave for that day.
- 9.1(d) When a holiday falls during a period of sick leave, the employee will not be charged sick leave for that day.
- 9.1(e) Employees will be provided an additional holiday implemented in accordance with the City Manager's "floating holiday" policy. However, the City Manager may, in the exercise of his sole discretion, abolish said holiday if this benefit is also abolished and no longer available to employees who are not members of any collective bargaining units.

9.2 **Annual Leave –**

9.2(a) Any Employee hired before 15 November 2000 who has been in the employ of the Employer for more than six (6) months of continuous service shall accrue vacation time on a monthly basis in accordance with the following schedule:

HOURS OF VACATION

(Accrual per Biweekly Pay Period)

1 - 10 years of service	4 hours
Beginning 11 th year	6 hours
Beginning 16 th year	8 hours

Annual leave shall also be added every July 1st to the annual leave of eligible employees, including those hired on or after November 15, 2000, in accordance with the following:

- a) Less than 5 years of service - 3 additional days (24 hours) of annual leave per year.
- b) At least 5 years but less than 10 years - 4 additional days (32 hours) of annual leave per year.
- c) At least 10 years but less than 15 years - 3 additional days (24 hours) of annual leave per year.
- d) At least 15 years but less than 20 years - 3 additional days (24 hours) of annual leave per year.
- e) 20 years and over - 5 additional days (40 hours) of annual leave per year.

9.2(b)(1) For purposes of charging annual leave all work day shift shall be assumed to be eight (8) hour shifts.

9.2(b)(2) Annual leave granted shall not exceed the total amount accrued to an employee at the start of the bi-weekly pay period.

9.2(b)(3) Unless an employee has a minimum balance of eight (8) hours at the start of the bi-weekly pay period, he/she is not entitled to use annual leave.

9.2(b)(4) Annual leave shall not be granted when it is known that the employee does not expect to return to duty. Separations shall be effective as of the last day worked, except in the case of separation for disability or death.

9.2(c) Employees hired prior to November 15, 2000 may accumulate annual leave until it totals not more than 400 hours.

9.2(d) Any employee covered by this Agreement taking leave of absence without pay shall cease to accrue vacation (annual) leave during the period of such absence.

9.2(e) Approval for requests for annual leave will be determined based on the work requirements of the City and the desires of the employee. Requests for vacation leave of more than five (5) consecutive days will be submitted to the City Manager. All other requests for vacation leave shall be submitted to the Department Head.

9.2(f) Accrued vacation pay will be paid to any Employee upon termination of employment. In case of an Employee's death, payment of such accrued vacation time will be made to the Employee's estate.

9.2(g) At any time during the year, all full-time employees shall be entitled to sell back to the City a maximum of 100 hours of accumulated (not current) annual leave in increments of at least 50 hours at a time. Payment shall be made within 30 days of an employee's request.

9.2(h) For employees hired on or after November 15, 2000, the maximum allowable annual leave accumulation shall be 300 hours and shall be granted as follows:

Completed Service	Hours
1 - 3 years:	3 hours/biweekly
4 - 10 years:	4 hours/biweekly
11 - 12 years:	5 hours/biweekly
13 years or more:	6 hours/biweekly

For employees hired on or after January 1, 2003, the maximum annual leave accumulated shall be 200 hours.

Upon successful conclusion of the probationary period, the employee shall receive all vacation as if accrued from the first (1st) day of work.

9.2(i) Employees will earn one (1) additional day of annual leave as a reward for not taking any sick leave during a specified period of three (3) months. The time periods shall generally consist of July 1 to September 30; October 1 to December 31; and January 1 to March 31; April 1 to June 30. However, for administrative purposes, the pay period dates nearest the above calendar dates shall govern. Any additional day of annual leave so earned, must be used within six (6) months, with no reimbursement upon retirement.

ARTICLE 10

ILLNESS AND INJURY

10.1 Sick Leave - Sick leave shall be granted to employees when:

10.1(a) The employee is incapacitated from the performance of his/her duties by sickness, injury, confinement, or medical, dental or optical examination or treatment.

10.1(b) When a member of the immediate family of the employee is afflicted with a contagious disease requiring isolation, quarantine or restriction of movement for a particular period requiring the care and attendance of the employee; and

10.1(c) Through exposure to contagious disease, the presence of the employee at his/her post of duty would jeopardize the health of others.

10.2 Accrual and Discharge of Sick Leave - Full-time employees shall accrue sick leave as follows:

10.2(a) Employees shall accrue sick leave on the basis of four (04) hours for each biweekly pay period.

10.2(b) Employees hired on or after July 1, 1995 shall accumulate no more than one hundred twenty (120) days of sick leave (960 hours).

10.2(c) For the purpose of charging sick leave, all workday shifts shall be the actual hours worked but not less than an eight (8) hour shift.

10.3 Requests for Sick Leave: Approval - Limitations - Personal Day. Sick leave with pay must be granted to regular employees in accordance with the following provisions:

10.3(a) An employee shall have been employed for a continuous period of thirty (30) days, without a break in service of one (1) or more workdays, before he or she is entitled to use sick leave.

10.3(b) Sick leave granted shall not exceed the total amount accrued to an employee at the start of the biweekly pay period.

10.3(c) Unless an employee has a minimum balance of eight (08) hours at the start of the biweekly pay period, he or she is not entitled to use sick leave.

10.3(d) If an employee has no sick leave balance, absences due to illness may be charged in accordance with annual leave or leave without pay, Section 3.28.200 of the City Code and Article 9, Section 2 of this Agreement.

10.3(e) An employee who has accumulated one hundred four (104) hours of sick leave shall be entitled to one (1) personal day, so called. An employee who has accumulated two hundred eight (208) hours of sick leave shall be entitled to two (2) personal days, so called. Regardless of the amount of accumulated sick leave, an employee shall not be entitled to more than two (2) personal days, so called, per year during the time period of this Agreement. An employee shall take his/her personal days, so called, in accordance with the procedures established by the City Manager for sick leave. In no event may a personal day be used the day before, the day of, or the day after a holiday or scheduled vacation. For

the purposes of charging sick leave, a personal day shall be charged at eight (8) hours.

10.4 Advanced Sick Leave –

10.4(a) Advance sick leave, not to exceed four (4) workweeks, may be granted by the City Manager to regular employees after the first (1st) six (6) months of employment in cases of serious disability or ailments when it is to the advantage of the City to do so. This authority may not be delegated.

10.4(b) Advance sick leave may be granted irrespective of whether or not the employee has annual leave to his/her credit.

10.4(c) Requests for advance sick leave shall be submitted in writing stating the circumstances and the need for such leave, the time and date and when the accrued sick leave will be exhausted, the amount of advance sick leave requested, and the date to which such leave will extend.

10.4(d) Requests for advanced sick leave shall be evaluated against at least the following considerations, without limitation:

10.4(d)(1) The employee's past leave record;

10.4(d)(2) The nature, seriousness and extent of illness or disability;

10.4(d)(3) The probability of return to duty and the prospect for continued employment;

10.4(d)(4) The probability of the employee liquidating the leave to be advanced.

10.4(e) Individuals, who, upon separation from City employment, are indebted for advance sick leave, shall reimburse the City, or appropriate deductions shall be made from his or her salary or any leave due him or her. This requirement may be waived in cases of separation for a serious illness (which does not include maternity situations) or disability, which is confirmed by a statement of a licensed physician.

10.5 Reports and Investigations - Medical Certificates - Fraud - Reporting and investigating sickness, together with other miscellaneous factors relative to sick leave, shall be handled as follows:

10.5(a) Reporting of Sickness. Employees who are absent from duty for reasons which entitle them to sick leave, shall ensure that their respective supervisors are notified within two (2) hours after their usual reporting time, if physically able to do so. Upon return to work, the employee shall immediately submit to his/her supervisor an authorization for leave form.

10.5(b) Medical Certificate. A medical statement may be required for any absence chargeable to sick leave; such statement shall normally be required for sick leave in excess of five (5) workdays.

10.5(c) False or Fraudulent Use of Sick Leave. The City may investigate any absence for which sick leave is requested. False or fraudulent use of sick leave shall be cause for dismissal or appropriate disciplinary action against the offending employee.

10.6 Leave for Injury or Illness in Line of Duty. - Leave for absence with compensation, as provided by the provisions of Chapters 29 through 38, inclusive, of Title 28 of the General Laws of Rhode Island, 1956, as amended, known as the "Workers' Compensation Act", shall be granted to permanent employees who become incapacitated as a result of injury or occupational disease incurred through no misconduct of their own during actual performance of duty. Compensation shall consist of payment of all bills incurred as a direct and necessary result of such injury, which bills are not compensable by any insurer or voluntary health program. Such leave shall start at such time as the employee is unable to perform his/her customary duties. Every application for such leave shall contain a statement by the employee, affirmed by his/her supervisor, setting forth the details of the accident and supported by the certificate of a licensed physician setting forth the nature and extent of the leave for injury in the line of duty. The employee shall provide information and the employee's first report of injury (DWCI) shall be submitted within twenty-four (24) hours of the injury for approval by the insurer named by the City. Every period of leave granted under this section shall be considered creditable service and shall be recorded on the employee's leave card, but shall not be charged to any other type of leave.

10.7 **Payment for Unused Leave.** Upon retirement, death or voluntary termination (as to voluntary termination, only after a minimum of ten (10) years of service), an employee shall be paid for his/her accrued sick leave in accordance with the following:

10.7.1 Employees hired prior to July 01, 1995 - 65% of accrued sick leave, with a maximum payout of \$25,000. This maximum payout shall not apply to employees who were notified in November 1995 that they were entitled to a maximum payout in excess of \$25,000.00. In those cases, the maximum payout shall be the amount reflected on said notice.

10.7.2 Employees hired on or after July 1, 1995 - 65% of accrued sick leave, with a maximum payout of \$10,000.

10.7.3 Employees hired on or after January 1, 2001 - 65% of accrued sick leave, with a maximum of \$7,500.

10.8 Light Duty - Employees who are determined to be unfit for their regular duties, due to line of duty injury, may be ordered to return to work to perform such duties as they are capable of performing as suitable alternative employment pursuant to Workers Compensation Act. Such light duty may consist of duties normally performed by employees covered by this Agreement, other duties not normally performed by employees covered by this Agreement, or a combination of both. Employees will be deemed to have resigned employment if they refuse such work, unless there is a written medical doctor's opinion that they cannot perform such work.

10.9 Examinations - In the case of chronic or pattern absences, a City physician may examine an employee who reports an illness or injury whether job-related or not and also determine whether or not an employee is ready to return to work.

ARTICLE 11
PAID LEAVE

11.1 Bereavement Leave –

11.1(a) In the event of a death of a member of the immediate family of an employee, the City will grant reasonable time off without loss of pay for all scheduled workdays falling within the three (3) day period next following the date of the death in the family (i.e. wife, husband, children, parents, parents-in-law, sister or brother); for other members of the family (grandparents, grandchildren), one (1) work day; and a maximum of four (4) hours off without loss of pay will be allowed to attend the funeral of an employee's aunt or uncle.

11.1(b) More time in individual cases, due to unusual circumstances or for reasons other than those listed above may be granted, subject to the discretion of the City Manager.

11.1(c) If a death occurs in the immediate family during vacation, the days following within the funeral week procedure will not be charged to vacation time.

11.1(d) Additional time, when required, shall be charged to annual leave.

11.2 Maternity & Parental Leave –

11.2(a) Employees who have completed two (2) years of service with the City shall be granted a leave of absence, with out pay or benefits, for

maternity. Written application for Maternity Leave must be filed with the Personnel Administrator at least sixty (60) days prior to the start of said leave.

11.2(b) Maternity leave shall not exceed six (6) months. If an employee has not returned to full-time City employment at the end of six (6) months' Maternity Leave, it shall be considered an automatic resignation.

11.2(c) Temporary replacements for employees on Maternity Leave shall not be covered by the terms of this Agreement. The parties recognize that employees and the City have rights as provided by federal and state FMLA laws, as they may be amended from time to time, in addition to those provided by this Agreement.

11.3 **Union Business Leave --**

11.3(a) The Union president or his/her designee shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances, and to attend grievance arbitration and other administrative or court hearings, with prior approval from his/her Department Director.

11.3(b) Necessary employees shall be granted reasonable time off during working hours without loss of pay to testify at grievance hearings, arbitration's, and other administrative or court hearings arising out of their jobs, with prior approval from their Department Directors.

ARTICLE 12
GRIEVANCE PROCEDURE

12.1 The purpose of the grievance procedure shall be to establish an amicable avenue for the resolution of disputes as quickly as possible.

12.2 A grievance shall be defined as any difference or dispute between the City and the Union, or the City and an employee with respect to the interpretation, application or violation of any provision of this Agreement.

12.3 The Grievance Procedure -

12.3(a) A grievance by an employee shall be presented in writing to the employees' immediate supervisor outside of the bargaining unit by the aggrieved employee and the union within thirty (30) calendar days of when the employee/union knew or should have known of the occurrence giving rise to the grievance. The immediate supervisor shall meet and discuss the grievance with in three (3) working days of the receipt of the written grievance. The supervisor shall answer the grievance in writing within three (3) working days of the hearing. Within three (3) working days of the receipt of the written answer, the employee and the Union may re-file the grievance in writing to the employee's department head.

12.3(b) The department head shall meet and discuss the grievance within three (3) working days of receipt of the grievance. The department head shall answer the grievance in writing within three (3) working days of the hearing. Within five (5) working days of the receipt of the written answer,

the employee and the Union may re-file the grievance in writing to the City Manager.

12.3(c) The City Manager shall meet and discuss the grievance with in five (5) working days of receipt of the grievance. The City Manager shall answer the grievance in writing within five (5) working days of the hearing.

12.4 Arbitration -

If the grievance is not resolved in accordance with the above procedure, it may be submitted to arbitration by the Union within thirty (30) calendar days of the written decision of the City Manager. Said arbitration will be conducted under the Voluntary Arbitration Rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding. The expenses of the arbitration shall be borne equally by the City and the Union.

12.5 Miscellaneous -

12.5(a) The time limits herein shall be regarded as maximums; however, the parties may extend any time limit by mutual agreement.

12.5(b) A grievance may be processed to the next step on the grievance procedure if a decision has not been rendered within the time limits prescribed herein.

12.5(c) A failure of the City to respond to a grievance shall be deemed a denial of the grievance.

12.5(d) The failure of the Union to process a grievance within the time limits prescribed herein shall be deemed a waiver of the grievance.

12.5(e) The President of the Union or the Grievance Chair, and the grievant shall be granted time off without loss of pay to attend grievance and arbitration hearings.

12.5(f) All grievances concerning the suspension or dismissal of an employee shall be commenced at the level of the City Manager.

12.5(g) A member of the bargaining unit shall not be entitled to file a complaint to the Personnel Appeals Board pursuant to Section 3.36.020 of the City Ordinances.

ARTICLE 13

SALARIES

- 13.1 Effective July 1, 2004, each step of the bargaining unit salary scales shall be increased by **3.5%** .
- 13.2 Effective July 1, 2005, each step of the bargaining unit salary scales shall be increased by **3.5%** .
- 13.3 Effective July 1, 2006, each step of the bargaining unit salary scales shall be increased by **3.25%** .
- 13.4 Effective July 1, 2007, each step of the bargaining unit salary scale shall be increased by **3.15%** .

- 13.5 Effective July 1, 2008, each step of the bargaining unit salary scale shall be increased by **3.15%** .
- 13.6 The City has had performed what is referred to as the Jacobs Classification Study. Prior to adopting any changes based on said study, the City agrees to allow individual bargaining unit members an opportunity to review and make written comments. The parties will continue to review, address and negotiate additional duties for the position of Facilities Manager if not already done so. No current employee will be reduced in salary as a result of implementation of said study.
- 13.7 The Union agrees and assents that there will be no repayment of healthcare buy back benefits for members and no retroactive salary payments for those employees who are separated prior to the date of the execution of this Agreement.

ARTICLE 14

INCLEMENT WEATHER POLICY

- 14.1(a) The City may suspend work, without loss of pay during extreme weather.
- 14.1(b) Non-essential employees are not required to report for work any time their building is closed because of inclement weather or other emergency without loss of pay.
- 14.1(c) On days that their building is closed early because of inclement weather or

other emergency, non-essential employees shall be permitted to leave the building without loss of pay.

ARTICLE 15

DAMAGE OR STOLEN PERSONAL PROPERTY

- 15.1(a) The City will evaluate and fairly consider, on an individual basis, an employee's request for reimbursement for personal items, which have been damaged, destroyed or stolen in the performance of his/her job as a City employee.
- 15.1(b) Employees who must use their own tools at the request of the City to perform their work shall have any broken or worn tools replaced by tools of the same quality at the City's expense, provided tools to be replaced are turned into the City and the tools loss was work-connected and not the fault of the employee.
- 15.1(c) Employees who through no fault of their own, break their eyeglasses while performing their duties, shall have them replaced.
- 15.1(d) Replacement or payment for replacement of tools and eyeglasses will be made within thirty (30) days of written notice to the City.

ARTICLE 16

PERSONNEL FILES

- 16.1 An employee shall, upon request during normal business hours, be permitted to examine his/her personnel file. However, letters of recommendation

solicited in connection with initial employment shall not be available to that employee.

16.2 No derogatory material shall be placed in the employee's personnel file unless the employee has received a copy of the material and has had an opportunity to sign and date the material prior to it being placed in the personnel file. Derogatory material shall be defined as material which is adversely critical of the employee's character, service, performance, etc. The employee may file a written response to the derogatory material or submit the matter to the grievance procedure.

16.3 The Content of an employee's personnel file shall be disclosed to the employee's union representative only with the written consent of the employee.

16.4 The official personnel file for each employee shall be maintained in the City Personnel Office.

ARTICLE 17

DISCIPLINE AND DISCHARGE

17.1 Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action shall normally include only the following:

- (1) Oral reprimand
- (2) Written reprimand
- (3) Suspension
- (4) Demotion where appropriate
- (5) Discharge

- 17.2 If the City Manager decides to suspend or discharge an employee, the employee and the Union shall receive written notice of said action.
- 17.3 If the City Manager decides to demote an employee, the employee and the Union shall receive written notice of said action, which will provide no less than two (2) weeks notice of the effective date of the demotion.
- 17.4 A written reprimand will be expunged from an employee's personnel file three (3) years following the issuance of the reprimand, so long as there has not been additional disciplinary action administered during that three (3) year period unless the parties agree otherwise.

ARTICLE 18

PROFESSIONAL DEVELOPMENT

- 18.1 To encourage the development of the individual employee's on-the-job performance and to make ready, experienced and knowledgeable replacements, the City shall establish in-service training classes to meet its needs. Notice of said training class is to be posted on all bulletin boards for at least ten (10) working days prior to the date of the class.
- 18.2 Employees within the bargaining unit may apply to the City Manager or his/her designee in advance to have the cost of tuition and required books reimbursed for courses taken which are job related and approved at accredited colleges, universities, trade schools or continuing adult education classes.

- 18.3 All employees covered by this collective bargaining agreement with the City of Newport shall be allowed to attend Adult Education Classes, sponsored by the Newport School Department, at no cost, subject to the availability of classroom space and each individual employee's work schedule. Nothing herein contained shall allow an employee to attend said Adult Education Classes during and employee's hours of work with the City of Newport. Each class must have sufficient tuition-paying registrants, as well as first to be offered to those members of the School Department who are also eligible to participate. All books, supplies or other course-related expenses shall be at the cost of the employee. Both the Union and City of Newport acknowledge that this Agreement is at the sole discretion of the Newport School Department and may be amended or eliminated at any time with no recourse on the part of the Union against the City of Newport or the Newport School Department.

ARTICLE 19

BULLETIN BOARDS

- 19.1 The City agrees to provide bulletin board space at all work locations where appropriate union notices may be posted.

ARTICLE 20

LEGAL EXPENSE

- 20.1 The City will provide legal representation from the Office of the City Solicitor for all City employees covered by this Agreement who are sued

for actions taken during the course of their employment, and will pay any judgment rendered in such legal action against the employee.

- 20.2 Employees shall immediately notify the City Manager and City Solicitor of any legal action filed against the employee arising out of their employment with the City. The City of Newport, however, reserves the right to decline to provide legal representation or pay such judgment for any City employee where the City determines that the employee exceeded the scope of his/her authority. The City's determination is subject to the individual employee's right to pursue all appropriate grievance procedures afforded him/her by this Agreement.

ARTICLE 21

ORDINANCE AMENDMENTS

- 21.1 The City shall provide the Union with a copy of Title Three (03) each time said ordinances are reprinted as a result of amendments. Upon request, all Union-pertinent council docket items are to be sent to the President of the Union.

ARTICLE 22

HEALTH AND SAFETY

- 22.1 The City and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.
- 22.2 A comprehensive approach to workplace health and safety shall be the responsibility of the Risk Management Committee established pursuant to RIIRMT recommendations.

22.3 The City agrees to:

22.3(a) Keep all motor vehicle equipment in safe operating condition and institute maintenance schedules for equipment.

22.3(b) Make annual electrical and building inspections to ensure safe working conditions.

22.3(c) Make all accident reports available to the Union President for review on at least a quarterly basis.

22.3(d) Provide personal protective equipment including uniforms, if required by the City, and rain gear, if needed, to perform assigned duties.

22.4 Employee complaints about health and safety issues shall be addressed through the grievance procedure.

ARTICLE 23

RETIREMENT

23.1 The City shall continue to participate in the Rhode Island Municipal Employees Retirement System (RIGL 45-21), including Plan B COLA (RIGL 45-21-52).

23.2 The City shall continue to annually reimburse employees an amount equal to 3% of their respective contributions to the retirement system.

ARTICLE 24
VACANCIES AND PROMOTIONS

- 24.1 Whenever a bargaining unit position becomes vacant and the City continues the position, the City shall post the vacancy in each building for a period of no less than fourteen (14) calendar days. A position shall become vacant due to resignation, retirement, promotion, demotion, dismissal, death, or the creation of a new position.
- 24.2 The posting shall include the job specifications and qualifications.
- 24.3 A member of the bargaining unit shall be given preference over outside applicants for appointments to a vacant position so long as he/she meets the qualifications which are determined by the Employer and placed on the job specifications and has had satisfactory performance in his/her current position. No outside applicants shall be considered unless the vacancy is not filled from within the bargaining unit.
- 24.4 Where there is more than one qualified applicant from within the bargaining unit, the senior member shall be appointed to the vacant position where the qualifications of the applicants from within the bargaining unit are substantially similar.
- 24.5 The terms of this provision shall apply to whether the vacancy is at a grade level which is lower, the same, or higher than held by the applicant from within the bargaining unit.

24.6 When a member of the bargaining unit is appointed to a new position within the bargaining unit, he/she shall undergo a new probationary period of three (3) months in that position. In the event the City decides that the employee is not satisfactorily performing the new job or the employee decides that he/she prefers his/her previous position, he/she will be returned without prejudice to the former position.

24.7 Within the first six (6) months after a successful bid to a position, an employee shall not be eligible to seek another bid under the provisions of this Agreement.

ARTICLE 25

RESIDENCY

25.1 Employees covered by this Agreement shall not be required to maintain residency in the City of Newport in order to hold their respective positions while working for the City.

ARTICLE 26

TITLES

26.1 None of the titles of Articles or sections within this Agreement shall be given any substantive effect. The parties intend them only as a means of differentiating one section from another.

ARTICLE 27

ALTERATIONS OF AGREEMENT

27.1 Alteration in Writing - Any alteration or modification of this Agreement shall be binding only if it is in writing and signed by both parties hereto.

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 28

HEALTH, DENTAL AND LIFE INSURANCE

• PLAN CHANGE
= 5/1/2009

28.1 **Health Insurance** - All active, full-time, permanent employees employed in the bargaining unit shall be provided with the following individual or family health insurance program dependent upon the marital status of the employee: a plan from a provider of health care benefit plans providing the benefits included in the Healthmate Coast to Coast (100% - 80%) VAR 250 DED 75 ER Plan with prescription drug plan, \$600 deductible cap. As of the date of the execution of this Agreement, all employees of the bargaining unit shall pay two percent (2%) of their base salary not to exceed ten percent (10%) of the healthcare premium cost in the case of a family plan, and a one percent (1%) of their base salary not to exceed ten percent (10%) of the healthcare premium cost in the case of a single plan towards the cost of the health insurance coverage by way of payroll deduction. As of the date of the execution^{*} of this Agreement, all new hires in the bargaining unit will pay three and one-half percent (3½%) of their base salary towards the cost of their health insurance coverage.

3 4/9/09

28.1.2 If the City or its healthcare insurance coverage provider offers from time to time any healthcare plan in addition to, and more expensive than the base

plan identified in section 28.1, then employees may opt for such a plan by paying the difference in the premium cost for such plan over the premium cost for the base plan by way of payroll deduction. Such employees shall, in addition, pay any and all premium sharing costs required to be paid by Article 28. Nothing in this section shall require the City to provide additional coverage plans other than the base plan.

28.2 **Dental Insurance.** All active, full-time, permanent employees covered under this Agreement shall be provided within the basic Delta Dental, with Levels I, II, III and IV, dental insurance program. Coverage shall be individual or family dependent upon the employee's marital status.

28.3 **Life Insurance.** All employees covered by this Agreement shall be provided with a paid fifty thousand dollar (\$50,000) group term life insurance policy benefit upon completion of two (2) years of service.

eff. 5/11/09

28.4 Employees who retire shall be entitled to continue to receive health insurance on the same terms and pursuant to the same group plan as is available for active employees until such time as the employee becomes eligible for health insurance coverage pursuant to Medicare or because of other employment (his/her own or spouse's). If an employee who has retired from the City's service subsequently loses coverage pursuant to other employment before achieving age sixty-five (65), then the City will place the retiree back on the City's health plan within thirty (30) days after the date of receipt of notification by the employee. Retirees will be provided Plan 65 or similar coverage offered by health insurance providers upon reaching age sixty-five (65) and plan supplementation will be

provided at no cost to said retiree. However, as of June 1, 2009^{*}, the City's obligation herein to provide Plan 65 or any other medical insurance coverage to retirees retiring on that date or thereafter upon reaching age 65, shall terminate. As of the date of this Agreement, all employees of the bargaining unit retiring on said date or thereafter, shall pay three percent (3%) of the cost of their continued health insurance coverage as a condition for such continued coverage.

** SEE M.O.U.*

28.5 Prior to July 1, 2004, the City had been allowing members of the bargaining unit to participate in the City's health insurance buyback program. The parties disagree as to whether the City was required to continue to provide this benefit. The parties agree that no new members of the bargaining unit will be allowed buyback benefits as of July 1, 2006. For those bargaining unit members participating in the program prior to July 1, 2006, the buyback benefit will be limited to Six Thousand Dollars (\$6,000) as of July 1, 2007, Five Thousand Dollars (\$5,000) as of July 1, 2008, and One Thousand Dollars (\$1,000) as of June 1, 2009.

ARTICLE 29

DURATION OF AGREEMENT

29.1 This Agreement shall be for a period commencing July 1, 2004 through June 30, 2007 and commencing July 1, 2007 through June 30, 2009.

IN WITNESS WHEREOF, the City of Newport has caused this instrument to be executed and its corporate seal to be affixed by JEAN MARIE NAPOLITANO, Mayor of the City of Newport, thereunto duly authorized by the City Council of

the City of Newport, as of the day and year first above written; and the said Newport Municipal Employees Association, National Education Association of Rhode Island, has caused this instrument to be executed by Andrew DeJouard, its President and Jane B. House, it's Secretary, thereunto duly authorized as of this day and first above written.

FOR THE PERIOD FROM JULY 1, 2004 TO JUNE 30, 2007

CITY OF NEWPORT

Jeanne Marie Napolitano
Jeanne Marie Napolitano, Mayor

Approved:

City Solicitor

Date: 4.9.09

**NEWPORT MUNICIPAL
EMPLOYEES ASSOCIATION,
NATIONAL EDUCATION
ASSOCIATION OF RHODE
ISLAND**

Andrew DeJouard
President

Jane B. House
Secretary

Date: 4.9.09

FOR THE PERIOD FROM JULY 1, 2007 TO JUNE 30, 2009

CITY OF NEWPORT

Jeanne Marie Napolitano
Jeanne Marie Napolitano, Mayor

Approved:

City Solicitor

Date: 4.9.09

**NEWPORT MUNICIPAL
EMPLOYEES ASSOCIATION,
NATIONAL EDUCATION
ASSOCIATION OF RHODE
ISLAND**

Andrew DeJouard
President

Jane B. House
Secretary

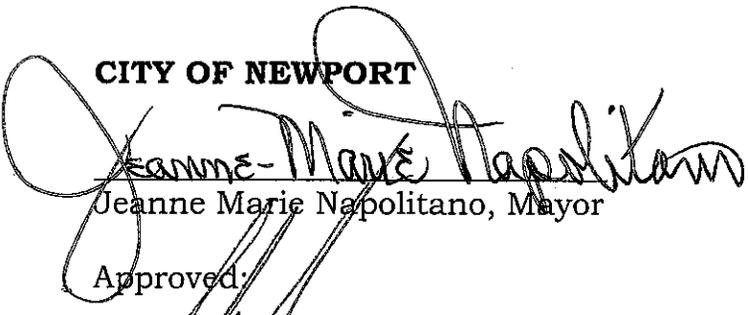
Date: 4.9.09

MEMORANDUM OF UNDERSTANDING
Between
The City of Newport
And
The Newport Municipal Employees Association/NEARI/NEA

This Memorandum of Understanding is entered into by and between the City of Newport ("City") and the Newport Municipal Employees Association/NEARI/NEA ("Union") on this 4th day of April, 2009.

WHEREAS, the parties hereby agree that the provisions of Article 28, Section 28.4 relative to the commencement date of the termination of Plan 65 is hereby suspended for one year and the new effective date is June 1, 2010.

CITY OF NEWPORT



Jeanne Marie Napolitano, Mayor

Approved: _____

City Solicitor

Date: 4-9-09

**NEWPORT MUNICIPAL
EMPLOYEES ASSOCIATION,
NATIONAL EDUCATION
ASSOCIATION OF RHODE
ISLAND/NEARI/NEA**



President



Secretary

Date 4.9.09

MEMORANDUM OF UNDERSTANDING
Between
The City of Newport
And
The Newport Municipal Employees Association/NEARI/NEA

This Memorandum of Understanding is entered into by and between the City of Newport ("City") and the Newport Municipal Employees Association/NEARI/NEA ("Union") on this 4th day of April, 2009.

WHEREAS, 2009 – H 5019, an ACT introduced by Representative Robert A. Watson in General Assembly January Session, A.D. 2009, on behalf of Governor Carcieri, in making revised appropriations for the support of the State for the fiscal year ending June 30, 2009, proposes modifications to the Rhode Island Retirement System and other collectively bargained benefits; and

WHEREAS, the adoption of modifications therein, including the dates of implementation of said modifications remains unclear at this time; and

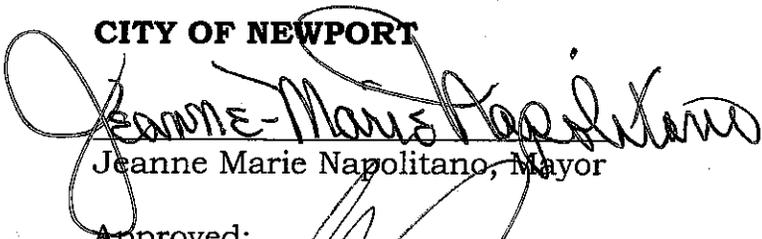
WHEREAS, the City and the Union have reached a tentative agreement on a successor collective bargaining agreement to cover fiscal years 2005-2009;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree:

- 1) Any modifications instituted by the General Assembly specific to employee contributions toward healthcare and dental benefits that exceed the agreed upon contributions delineated in the collective bargaining agreement, shall be implemented consistent with the date of modification;
- 2) Employees shall be solely responsible for the difference in health and dental contributions levels;

- 3) This Memorandum of Understanding shall only apply to the period beginning January 1, 2009 ending June 30, 2009. This Memorandum of Understanding neither constitutes past practice nor precedent between the City and the Union;
- 4) Any modifications by the General Assembly otherwise instituted that affect employee benefits delineated in any bargaining agreement shall be modified consistent with the modification implemented by the General Assembly.

CITY OF NEWPORT

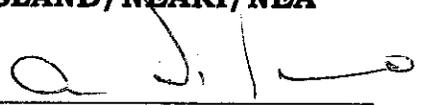

Jeanne Marie Napolitano, Mayor

Approved:

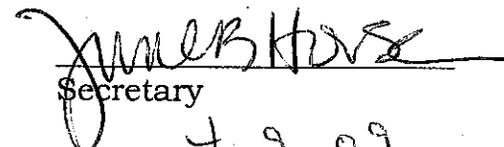
City Solicitor

Date: 4-9-09

**NEWPORT MUNICIPAL
EMPLOYEES ASSOCIATION,
NATIONAL EDUCATION
ASSOCIATION OF RHODE
ISLAND/NEARI/NEA**



President



Secretary

Date 4.9.09

AGREEMENT
BETWEEN
THE CITY OF NEWPORT
AND
RHODE ISLAND COUNCIL 94,
AFSCME, AFL-CIO LOCAL 911

JULY 1, 2006 TO JUNE 30, 2009

RECEIVED
JUL 13 2007
HUMAN RESOURCES
OFFICE

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- (2) **LETTER OF UNDERSTANDING** (effective July 1, 1993)
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- (3) **LETTER OF UNDERSTANDING** (dated November 10, 1999)
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 -Re-opener on issues relating to healthcare cost containment
 -Upgrades
- (10) **LETTERS OF UNDERSTANDING** (dated February 28, 2007)
 1. Re: i) LEO position in the Street and Sidewalk Division
 ii) Resolution of outstanding grievances and ULPs
 iii) Dialogue on outsourcing (Contract July 1, 2006 to June 30, 2009)
 2. Re: CBA FY04-05 – AFSCME C-94, Local 911
 3. Re: CBA FY05-06 – AFSCME C-94, Local 911

AGREEMENT

July 1, 2006 – June 30, 2009

This Agreement entered into by the City of Newport, hereinafter referred to as the Employer, and Rhode Island Council 94, AFSCME, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of the rate of pay, hours of work, and other conditions of employment.

ARTICLE 1

UNION SECURITY

1.1 Recognition

a) The City recognizes the Union as sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and all other conditions of employment for all employees in the bargaining unit. The bargaining unit for the purpose of this agreement shall consist of all employees in the Rhode Island Labor Board Certification, Number EE 1764.

b) All employees who are covered by this agreement and who are, or become, members of the Union on or after the effective date of this agreement shall remain members of the Union in good standing for the duration of this agreement.

c) The City will not aide, promote or finance any labor group or organization which purports to engage in collective bargaining for members of this bargaining unit or make any agreement with any other such group or organization.

1.2 Dues

a) The City agrees to continue the exclusive Union check-off system for members of this bargaining unit employed after January 1, 1960, whereby Union dues, as established by the Union, will be withheld from the pay of the employee at source in equal amounts from each pay, as the frequency of pay periods may require. Such withholdings for Union dues and a related list of employees are to be transmitted to the duly elected Treasurer of the Union by the 20th day of each successive month.

b) All employees in the bargaining unit who choose not to become members of the Union shall, after completion of their six-month probationary period, pay an agency fee equivalent to Union dues. The City shall withhold this fee from the employee's pay in the same manner as provided for Union dues in paragraph (a).

c) The Union will notify the city thirty (30) days prior to any change in Union dues.

1.3 Union Officers and Representatives

A written list of Union Officers and Representatives shall be furnished to the City Manager immediately after designation, and the Union shall notify the City Manager of any changes as soon as possible.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 The City shall retain the right to issue rules and regulations governing the conduct and operation of all City Departments, except as modified by State Law and by the terms of this agreement. The City may take whatever actions

necessary to carry out its mission in an emergency situation, i.e. an unforeseen circumstance which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 3

STRIKES AND LOCKOUTS

3.1 a) The Union will not cause, call or sanction any strike, work stoppage or slow-down, nor will the City lock out its employees during the term of this agreement, nor will the Union be held liable for any unauthorized action by individuals.

b) The City will not require the employee to cross any picket line established on or in front of the premises in a labor dispute. When an employee refuses to cross said picket, he will not be paid for that day's work.

ARTICLE 4

DISCRIMINATION

4.1 a) **Discrimination by Employer.** The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this agreement because of membership in or legitimate activity on behalf of the Union, nor will the City encourage or discourage membership in this or any other Union.

b) **Discrimination by Union.** The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

c) **Discrimination - General.** The provisions of this agreement shall be applied equally to all employees in the bargaining unit without

discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the agreement.

d) All reference to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 5

SENIORITY

5.1 Seniority

a) Seniority shall be the relative status of employees with respect to length of service with their departments.

b) Seniority shall govern with respect to layoffs, recalls, vacation preference, shifts, transfers, and days off.

c) New employees shall be considered probationary employees for a period of six (6) months from their date of hire. Upon completion of this six (6) month period, the employee shall be placed on the seniority roster, and the effective date of his seniority shall be the date of hire.

d) The Employer shall establish department seniority lists which shall be updated on January 1st and July 1st annually and the same shall be available to the Union.

e) An employee shall forfeit all seniority rights then accrued to him in the event that:

1. he/she is discharged for cause;
2. he/she terminates his/her employment voluntarily;
3. he/she fails to give notice within the five (5) working day period outlined in Section 2 of this article;
4. he/she works six months outside the bargaining unit.

f) Employees whose jobs are abolished or eliminated shall be permitted to exercise their seniority in accordance with the layoff provisions of Section 2 of this article.

g) If a full-time temporary employee is employed by the City for a continuous period of more than six (6) months, he shall then start receiving all monetary fringe benefits enjoyed by permanent employees.

5.2 Layoff and Recall

a) Whenever layoffs become necessary, employees will be laid off on the basis of their seniority and those with the least seniority shall be laid off first. Employees subject to layoff shall be entitled to two weeks' notice before layoff.

b) Whenever it becomes necessary to increase the work force, laid-off employees shall be recalled in the reverse order of their layoff before any new help is hired.

c) Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall. Notice shall be sent to the employee by certified or registered mail, with a copy to the Union. The employee must notify the Personnel Administrator of his intention to return within five (5) working days after notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Personnel Administrator his latest mailing address.

d) Seniority shall be cumulative during periods of layoff, up to a maximum of three (3) years.

5.3 Leave of absence

When an employee returns from a leave of absence, he shall be reinstated in the position he vacated if the position still exists. The employee

then filling that position shall be permitted to exercise his seniority in accordance with the terms of Section 2 of this article.

5.4 Grievability

Any employee who feels that he has been aggrieved with respect to his seniority rights as provided for in this article shall have the right to process the matter as a grievance under the grievance procedure provided for in this agreement.

ARTICLE 6 PROMOTIONS

6.1 Promotional Opportunities

a) Whenever a regular job within the bargaining unit becomes open as a permanent vacancy, the City shall determine the minimum qualifications necessary for the job opening and shall conduct such promotional examination and merit reviews as are deemed appropriate to determine the qualifications of the applicants.

b) Said job openings shall be posted for a period of seven (7) working days. Such posting shall designate the job classification, the rate of pay, the shift and the location of the job.

c) Appointments shall be made first from within the department; and second, from within City employment.

d) The senior applicant who meets the minimum qualifications as determined by the City shall be offered the job opening.

e) In the event of a dispute between the City and the Union over the awarding of a job, the City Manager shall make the assignment, which shall be subject to appeal through the grievance and arbitration procedures set forth in this agreement.

f) In those situations where a promotion opportunity concerns a position for which a Commercial Driver's License (CDL) is a requirement, applicants who have been deemed to be otherwise qualified, and are amongst the top three (3) candidates for the position, shall be allowed to utilize a City vehicle to take the road test. The City Personnel Administrator shall be responsible for scheduling the road test and making a suitable vehicle available for this purpose. Each applicant shall be afforded one such road test opportunity, or more at the discretion of the City Manager. The City will pay for the difference between the cost of a regular driver's license and CDL for those employees required by the City to have a CDL.

6.2 Probationary Period

a) A permanent employee who accepts a promotional opportunity will be considered in a trial period in the new class title for six (6) months from the date of promotion. It is understood that during this period the employee will be given sufficient training to familiarize himself with the new position. During this period, the employee will continue to accumulate the classification seniority within the class title most recently held.

b) In the event that the City decides that the employee is not satisfactorily performing the new job or the employee decides that he prefers his previous occupation, he will be returned without prejudice to his previous position. The person hired to fill his previous position may be dismissed from his probationary status in this position at the discretion of the City.

c) If an employee voluntarily returns to his previous job, or is currently serving a probationary period, he will not be considered for promotion to another job classification for a period not to exceed six (6) months.

d) If an employee is on leave without pay, sick leave, or under injury in the line of duty during his or her probationary period, that probationary period

shall be extended a comparable length of time to ensure sufficient evaluation opportunity by the Department Director.

6.3 Acceptance of Lower Pay Grade Position

In the event an active Local 911 City employee applies for and accepts a position of employment at a lower pay grade within the Local 911 bargaining unit, that employee will be paid at the highest step of the lower pay grade if he/she is otherwise qualified for that position.

ARTICLE 7

HOURS OF WORK/PREMIUM PAYMENTS

7.1 Change of Hours

a) All full-time positions shall have one of the following regular work weeks as indicated:

1. Thirty-five (35) hour work week - five (5) seven (7) hour consecutive working days;
2. Forty (40) hour work week - five (5) eight (8) hour consecutive working days;
3. Non-standard schedule.

Employees work the following hours:

Maintenance Division:	7:00 am - 3:30 pm
Water Division:	Operations - 7:00 am - 3:30 pm
	Office - 8:00 am - 4:00 pm
November 1 to February 28 (or 29) -	8:30 am - 4:30 pm
City Hall, year round:	8:30 am - 4:30 pm

In the event of special circumstances, the City Manager may alter this schedule for either an individual or groups of individual.

b) The premium payments delineated in Sections 2, 3 and 4 below, apply to all classified employees with the exception of those assigned to a non-standard schedule.

c) Public Safety Dispatchers will work four (4) days on and two (2) days off.

The City will hire and train two (2) additional dispatchers starting November 1, 1989. There will be one relief Dispatcher who will be assigned to the late watch. This position will be posted as such with a flexible work schedule. i.e.:

- 1) 24 hours' notice for change of shift, if necessary;
- 2) 72 hours' notice for change of day off.

d) Each Public Safety Dispatcher shall be entitled to two (2) stress days off with pay per contract year. Each stress day to be taken will be at the Public Safety Dispatcher's discretion, provided, however, that the Police Department is afforded twenty-four (24) hours' notice of the intent to utilize a day. No more than one Public Safety Dispatcher per shift shall be approved for a stress day without the consent of the Police Chief.

7.2 Overtime

a) Overtime shall refer to work officially ordered or approved by the City Manager or his designee in excess of an employee's normal work week.

b) Time and one-half shall be paid to an employee for all worked performed in excess of his standard work day.

c) A minimum of time and one-half shall be paid to an employee for all hours worked on the sixth and seventh day of the employee's work week.

d) Overtime shall be computed for all service performed in excess of the regularly scheduled hours of duty to the nearest half-hour.

e) Call-out time. When an employee is, after departing from his regularly scheduled shift, officially ordered to and does report back to work for emergency service, he shall be compensated for all hours worked at one and one-half times his regular hourly rate. Minimum call-back time shall be three (3) hours compensated at one and one-half (1½) times the regular hourly rate.

f) Only employees who are actually approved by the City Manager for Standby pay shall be eligible for "standby duty" and such employees shall be compensated an additional eighty dollars (\$80.00) per week over and above their regular rate of pay for each week they are actually assigned to such duty.

7.3 Distribution of Overtime

a) Regular and foreseeable overtime shall be offered to employees on a rotating basis, by classification within a department, a division or section, and according to an established list based on seniority.

b) In the event that no employee elects to work overtime, then the supervisor shall assign the least senior qualified employee to the overtime assignment.

c) In those cases where a legitimate concern is expressed as to the allocation of overtime, a record of overtime hours accepted or rejected by each employee shall be maintained on the basis of paid hours, not worked hours, and a copy shall be posted upon Union bulletin boards on a monthly basis.

d) Overtime hours offered but not worked for any reason shall be counted as overtime worked for the purpose of this section.

7.4 Shift Differential

A shift differential of thirty-six (36) cents an hour shall be paid in addition to the regular hourly rate to those employees who, during their regularly scheduled shifts, work the 12:00 midnight to 8:00 a.m., or the 4:00 p.m. to 12:00 midnight shifts. Only actual scheduled hours worked will be paid at the above rate. It shall not be paid for any working hours covered by any other type of premium pay.

7.5 Emergency

a) In the event of any emergency, as determined by the Department Head, all employees are subject to assignment to additional duty as required provided that employees be given first choice to work in their proper work classification.

b) In any twenty-four (24) hour period, an employee who has worked sixteen (16) hours or more shall (except employee must be released by supervisor) be entitled to eight (8) hours rest (exclusive of travel time and established lunch period) before reassignment. If such rest period should overlay the employee's normal work day, he shall suffer no total loss of pay for the twenty-four (24) hour period.

7.6 Assigned Shifts

a) The City will continue to assign shifts and days off of Water Plant Operators assigned to relief as the City may deem to be in the best interest of the City. However, the City will give the Relief Operator a minimum of eight (8) hours' notice of any change of shift and three (3) days' notice of any change in days off. If said notice is not given, the operator will be compensated in accordance with the provisions for call-out time contained in Section 7.2, paragraph (e) of this article.

b) If a Water Treatment Plant that normally operates on three (3) shifts per day is operating at only two (2) shifts per day capacity, the relief operator shall generally work a schedule of Monday through Friday, 8:00 a.m. to 4:00 p.m. unless required to cover other shifts. The provisions of this section (a)(2) are intended to avoid the layoff of employees and to aid the City's productivity. Shift changes will not cause layoffs or be used to avoid filling vacancies when employees are needed. The Union will be notified 72 hours in advance of shutdowns.

7.7 Workload

a) All employees within the same classification shall have approximately the same workload or as close to the same workload as is administratively possible.

b) The City Manager shall not assign supervisors to perform bargaining unit work assignments except:

1. When the duties of supervisory personnel include the performance of such work as a regular work assignment in keeping with their job description; or
2. When performance of bargaining unit work is incidental to his supervisory responsibilities; such as, in an emergency, training, or temporary relief where qualified personnel are not readily available. The supervisor shall not continue performing bargaining unit work beyond the time that the appropriate qualified employee(s) can be called and actually report to perform the work.

c) For purpose of this section, emergency is defined as an unforeseen circumstance or a combination of circumstances which call for immediate action and which is not a recurring nature.

d) Violations of this section shall be brought to the attention of the City Manager by the Union President or his designee. Following such notification, the City Manager will schedule a meeting with said Union President or his designee within three (3) working days in order to resolve violations of this section.

ARTICLE 8
SALARIES AND WAGES

8.1 Classification Plan and Salary Schedule

a) The classification plan and salary schedule which appear below shall be in effect as of **July 1, 2006**, and shall remain in effect through **June 30, 2007**.

CLASSIFICATION PLAN

Effective July 1, 2006 through June 30, 2007

<u>TITLE</u>	<u>GRADE</u>	<u>TITLE</u>	<u>GRADE</u>
Account Clerk	U-5	Principal Water Account Clerk	U-10
Animal Control Officer	U-7	Public Safety Dispatcher	U-8
Automotive Mechanic	U-9	Senior Account Clerk	U-6
Building Maintenance Foreman	U-11	Sr. Account Clerk Collections	U-8
Custodian	U-5	Senior Account Clerk Finance	U-8
Electrical Inspector	U-10	Senior Automotive Mechanic	U-10
Engineering Technician	U-10	Senior Clerk	U-5
Foreman	U-10	Sr. Clerk Stenographer	U-6
Head Automotive Mechanic	U-11	Sr. Clerk Steno/Recreation	U-8
Head Foreman	U-11	Senior Clerk Typist	U-6
Heavy Equipment Operator	U-9	Sr. Clerk Typist/Accounts	U-6
Laborer	U-4	Sr. Clerk Typist/Assessor	U-6
Laborer Equipment Operator	U-5	Sr. Clerk Typist/Canvassing	U-6
Maintenance Electrician	U-9	Sr. Maintenance Mechanic	U-10
Maintenance Mechanic	U-9	Senior Maintenance Person	U-9
Maintenance Person	U-8	Skilled Laborer Equip. Oper.	U-6
Meter Reader	U-5	Skilled L.E.O., Forestry	U-8
Municipal Inspector	U-8	Sweeper Operator	U-8
Parts & Inventory		Traffic Technician	U-10
Control Technician	U-7	Water Meter Foreman	U-12
Plumbing & Mech. Insp.	U-10	Water Plant Foreman/Operator (3)	U-10
Police Clerk Typist	U-5	Water Plant Foreman/Operator (4)	U-11
Police Principal Records and		Water Meter Repairman	U-7
Payroll Account Clerk	U-10	Water Plant Operator PC 1	U-6
Police Senior Clerk	U-6	Water Plant Operator PC 2	U-7
		Water Plant Operator PC 3	U-8

COUNCIL 94 MUNICIPAL EMPLOYEES

**Effective July 1, 2006 through June 30, 2007 each step of the bargaining unit
salary scales will be increased 3.5%.**

GRADE	A	B	C	D	E	F
U-1	24,309	24,985	25,670	26,396	27,154	27,941
U-2	25,325	26,028	26,770	27,566	28,341	29,176
U-3	26,396	27,154	27,941	28,751	29,601	30,478
U-4	27,541	28,341	29,176	30,043	30,931	31,862
U-5	28,751	29,601	30,478	31,396	32,356	33,341
U-6	30,043	30,931	31,862	32,842	33,847	34,912
U-7	31,396	32,356	33,341	34,376	35,450	36,575
U-8	32,842	33,847	34,912	36,005	37,149	38,333
U-9	34,376	35,449	36,575	37,736	38,940	40,201
U-10	36,005	37,149	38,333	39,555	40,820	42,117
U-11	37,623	38,822	40,058	41,336	42,658	44,012
U-12	38,822	40,058	41,336	42,658	44,012	45,989
U-13	40,058	41,336	42,658	44,012	45,989	48,060
U-14	41,336	42,658	44,012	45,989	48,060	50,222

8.1 Classification Plan and Salary Schedule

a) The classification plan and salary schedule which appear below shall be in effect as of **July 1, 2007**, and shall remain in effect through **June 30, 2008**.

CLASSIFICATION PLAN

Effective July 1, 2007 through June 30, 2008

<u>TITLE</u>	<u>GRADE</u>	<u>TITLE</u>	<u>GRADE</u>
Account Clerk	U-5	Principal Water Account Clerk	U-10
Animal Control Officer	U-7	Public Safety Dispatcher	U-8
Automotive Mechanic	U-9	Senior Account Clerk	U-6
Building Maintenance Foreman	U-11	Sr. Account Clerk Collections	U-8
Custodian	U-5	Senior Account Clerk Finance	U-8
Electrical Inspector	U-10	Senior Automotive Mechanic	U-10
Engineering Technician	U-10	Senior Clerk	U-5
Foreman	U-10	Sr. Clerk Stenographer	U-6
Head Automotive Mechanic	U-11	Sr. Clerk Steno/Recreation	U-8
Head Foreman	U-11	Senior Clerk Typist	U-6
Heavy Equipment Operator	U-9	Sr. Clerk Typist/Accounts	U-6
Laborer	U-4	Sr. Clerk Typist/Assessor	U-6
Laborer Equipment Operator	U-5	Sr. Clerk Typist/Canvassing	U-6
Maintenance Electrician	U-9	Sr. Maintenance Mechanic	U-10
Maintenance Mechanic	U-9	Senior Maintenance Person	U-9
Maintenance Person	U-8	Skilled Laborer Equip. Oper.	U-6
Meter Reader	U-5	Skilled L.E.O., Forestry	U-8
Municipal Inspector	U-8	Sweeper Operator	U-8
Parts & Inventory Control Technician	U-7	Traffic Technician	U-10
Plumbing & Mech. Insp.	U-10	Water Meter Foreman	U-12
Police Clerk Typist	U-5	Water Plant Foreman/Operator (3)	U-10
Police Principal Records and Payroll Account Clerk	U-10	Water Plant Foreman/Operator (4)	U-11
Police Senior Clerk	U-6	Water Meter Repairman	U-7
		Water Plant Operator PC 1	U-6
		Water Plant Operator PC 2	U-7
		Water Plant Operator PC 3	U-8

COUNCIL 94 MUNICIPAL EMPLOYEES

Effective July 1, 2007 through June 30, 2008 each step of the bargaining unit salary scales will be increased 3.5%.

GRADE	A	B	C	D	E	F
U-1	25,159	25,859	26,569	27,320	28,104	28,919
U-2	26,212	26,939	27,707	28,531	29,333	30,197
U-3	27,320	28,104	28,919	29,758	30,637	31,544
U-4	28,504	29,333	30,197	31,094	32,014	32,978
U-5	29,758	30,637	31,544	32,494	33,488	34,508
U-6	31,094	32,014	32,978	33,992	35,032	36,134
U-7	32,494	33,488	34,508	35,579	36,691	37,856
U-8	33,992	35,032	36,134	37,265	38,449	39,674
U-9	35,579	36,690	37,856	39,057	40,303	41,608
U-10	37,265	38,449	39,674	40,939	42,248	43,591
U-11	38,940	40,181	41,460	42,783	44,151	45,552
U-12	40,181	41,460	42,783	44,151	45,552	47,598
U-13	41,460	42,783	44,151	45,552	47,598	49,742
U-14	42,783	44,151	45,552	47,598	49,742	51,979

8.1 Classification Plan and Salary Schedule

a) The classification plan and salary schedule which appear below shall be in effect as of July 1, 2008, and shall remain in effect through June 30, 2009.

CLASSIFICATION PLAN

Effective July 1, 2008 through June 30, 2009

<u>TITLE</u>	<u>GRADE</u>	<u>TITLE</u>	<u>GRADE</u>
Account Clerk	U-5	Principal Water Account Clerk	U-10
Animal Control Officer	U-7	Public Safety Dispatcher	U-8
Automotive Mechanic	U-9	Senior Account Clerk	U-6
Building Maintenance Foreman	U-11	Sr. Account Clerk Collections	U-8
Custodian	U-5	Senior Account Clerk Finance	U-8
Electrical Inspector	U-10	Senior Automotive Mechanic	U-10
Engineering Technician	U-10	✓ Senior Clerk	U-5
Foreman	U-10	Sr. Clerk Stenographer	U-6
Head Automotive Mechanic	U-11	Sr. Clerk Steno/Recreation	U-8
Head Foreman	U-11	✶ Senior Clerk Typist	U-6
Heavy Equipment Operator	U-9	Sr. Clerk Typist/Accounts	U-6
Laborer	U-4	Sr. Clerk Typist/Assessor	U-6
Laborer Equipment Operator	U-5	Sr. Clerk Typist/Canvassing	U-6
Maintenance Electrician	U-9	Sr. Maintenance Mechanic	U-10
Maintenance Mechanic	U-9	Senior Maintenance Person	U-9
Maintenance Person	U-8	Skilled Laborer Equip. Oper.	U-6
Meter Reader	U-5	Skilled L.E.O., Forestry	U-8
Municipal Inspector	U-8	Sweeper Operator	U-8
Parts & Inventory		✶ Traffic Technician	U-10
Control Technician	U-7	Water Meter Foreman	U-12
Plumbing & Mech. Insp.	U-10	✶ Water Plant Foreman/Operator (3)	U-10
Police Clerk Typist	U-5	✶ Water Plant Foreman/Operator (4)	U-11
Police Principal Records and		Water Meter Repairman	U-7
Payroll Account Clerk	U-10	Water Plant Operator PC 1	U-6
Police Senior Clerk	U-6	Water Plant Operator PC 2	U-7
		Water Plant Operator PC 3	U-8

COUNCIL 94 MUNICIPAL EMPLOYEES

Effective July 1, 2008 through June 30, 2009 each step of the bargaining unit salary scales will be increased 3.5%.

GRADE	A	B	C	D	E	F
U-1	26,040	26,765	27,499	28,276	29,088	29,931
U-2	27,129	27,882	28,677	29,529	30,360	31,254
U-3	28,276	29,088	29,931	30,799	31,709	32,648
U-4	29,502	30,360	31,254	32,183	33,134	34,132
U-5	30,799	31,709	32,648	33,632	34,660	35,716
U-6	32,183	33,134	34,132	35,182	36,258	37,399
U-7	33,632	34,660	35,716	36,824	37,975	39,181
U-8	35,182	36,258	37,399	38,569	39,795	41,063
U-9	36,824	37,974	39,181	40,424	41,714	43,064
U-10	38,569	39,795	41,063	42,372	43,727	45,117
U-11	40,303	41,587	42,911	44,281	45,696	47,146
U-12	41,587	42,911	44,281	45,696	47,146	49,264
U-13	42,911	44,281	45,696	47,146	49,264	51,483
U-14	44,281	45,696	47,146	49,264	51,483	53,799

b) The City agrees to review with the Union any and all changes which may be proposed by the City or by the Union in the classification system or pay plan affecting members of the bargaining unit at least nine (9) calendar days before implementation.

c) The City will review with the Union any changes in job specifications at least seven (7) working days before implementation.

d) The classification of Water Plant Operator shall be in accordance with the following:

Plant Operator PC 1

- Entrance Rate
- Same job specifications as present plant operator
- Require Grade 1 Certification

Plant Operator PC 2

- New Job specifications
- May be in charge of shifts
- Require Grade 2 Certification

Plant Operator PC 3

- New job specifications
- May be in charge of shift
- May take place of Plant Supervisor
- Require Grade 3 Certification

8.2 Employee Promotions

a) Salary Determination. An employee who is promoted to a higher classification and whose salary is below the new minimum shall receive the minimum salary of the new position. An employee who is promoted to a higher classification and whose salary is within the salary range of the new position shall be granted an increase of one salary increment.

b) Anniversary Date. An employee's anniversary date shall be fixed at the initial date of employment.

c) Salary Increment Date. An employee's regular salary increment date shall be fixed at the starting date of his current position.

8.3 Work in a Higher Classification

a) When an employee works in an assigned higher classification for more than four (4) hours, the employee shall receive the rate of pay

commensurate with said classification for the hours worked. This does not apply to the employees upgraded for training purposes. The rate of pay shall be determined in the same manner as in a permanent promotion.

b) Whenever possible, no employee will be required to work in a higher classification while a classified employee of said position is required to work in a lower classification. It is understood that emergencies and training are exempt from this section.

8.4 Work Out of Classification

If an employee feels that he is being required to work out of classification, or that additional duties are being added to his job not covered by his classification, he may either follow the grievance procedure or he may have an informal hearing directly with the Personnel Administrator. Employee retains the right to have a Union Representative attend a hearing with the Personnel Administrator.

8.5 Classification and Compensation Study

Upon ratification of this Agreement, the City will contract to perform a classification and compensation study of all positions in the bargaining unit. Said study to be completed by June 30, 2007.

At the outset of the study, the Union President or his/her designee, shall meet with the City Manager and a representative of the agency performing the study to discuss the scope of the study and the procedures which will be utilized. The City Manager will advise the Union President of the progress of the study as the study progresses.

Upon completion of the study, any draft report made available to the City will be available and a copy made for the Union President.

Upon completion of the final report, the Union President shall receive a copy when it is provided to the City Manager.

The results of the study shall be implemented as follows:

1. Employees shall be placed in the grade/step for their classification which the study recommends but not below their current respective grade/step as of July 2006.

2. In no event shall an employee's salary be reduced as a result of the study. An employee in a classification for which the study recommends a salary range lower than the current salary range, shall have the new salary range but will retain his/her personal salary rate if it is above the range and this personal rate will be subject to any across-the-board increase negotiated between the parties.

3. The date of implementation of the results of the study will be retroactive to July 1, 2006.

ARTICLE 9

LONGEVITY

9.1 a) Each permanent member of the bargaining unit covered by this agreement shall be entitled to longevity payments after he or she has completed three (3) years of service. Payments for longevity shall be considered a part of salary for retirement, pension, and all other legal purposes under this agreement.

b) Effective July 1, 2006, the new longevity schedule shall be as follows:

<u>Years of Service Completed</u>	<u>Longevity Increment</u>	<u>Years of Service Completed</u>	<u>Longevity Increment</u>
3	.75%	14	3.75%
4	1.00%	15	4.00%
5	1.25%	16	4.25%
6	1.50%	17	4.50%
7	1.75%	18	4.75%
8	2.00%	19	5.00%
9	2.25%	20	5.25%
10	2.50%	*21	5.50%
11	3.00%	*22	5.75%
12	3.25%	**23	6.00%
13	3.50%	**24	6.25%
		**25	6.50%

*Effective 7/1/96

**Effective 7/1/97

c) Employees hired after July 1, 1998 shall not receive the above provisions until after ten (10) years of service. Thereafter, they will receive longevity as provided above (i.e., eleven years – 3.00%, etc.).

ARTICLE 10

PENSION

10.1 a) The City agrees to continue coverage under the Rhode Island State and Municipal Retirement Act.

b) The amount of service retirement allowance is two (2%) per cent of “average salary” per year of credited service.

c) All members of the bargaining unit shall have four (4%) per cent withheld from their paychecks as their contribution to the Municipal Employees’ Retirement System of the State of Rhode Island.

d) Effective July 1, 1991, the City of Newport shall accept the provisions of Rhode Island General Laws 45-21-52, Plan B, such that retirees as of December 31, 1991, shall receive a 3% cost-of-living adjustment on January 1, 1992, and that all future retirees shall receive such subsequent increases in like fashion.

ARTICLE 11

HOLIDAYS

11.1 a) All employees covered by this agreement shall be entitled to twelve (12) paid holidays. The holidays are as follows:

1. New Years Day (January 1st)
2. Martin Luther King Day (Third Monday of January)
3. Washington’s Birthday (Third Monday of February)
4. Rhode Island Independence Day
5. Memorial Day (Last Monday of May)
6. Independence Day (July 4th)
7. V.J. Day (Second Monday of August)
8. Labor Day (First Monday of September)
9. Columbus Day (Second Monday of October)
10. Armistice Day (November 11th)
11. Thanksgiving Day (Fourth Thursday of November)
12. Christmas Day (December 25th)

b) In the event the General Assembly of the State of Rhode Island abolishes V.J. Day, then Council 94 employees will receive the second Monday of August off.

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

d) Whenever a holiday falls during a period of sick leave, said employee shall be granted holiday pay for that day.

e) All employees on a seven-day rotating shift shall receive holiday pay in lieu of time off. Said holiday pay shall be one-fifth (1/5) of the employee's weekly salary and shall be paid to each employee over and above his weekly salary whether or not he works the holiday. Other employees who are required to work on a holiday shall be compensated in accordance with call-out time. If workload permits, management can authorize time off with holiday pay, by seniority, with no more than two (2) weeks advance notice.

ARTICLE 12

ANNUAL LEAVE

12.1 a) Council 94 employees are entitled to accumulate annual leave until it totals not to exceed 400 hours. Annual leave shall be granted to members of the bargaining unit as follows:

1. One through ten years of service - four (4) hours for each bi-weekly pay period;

2. Eleven through fifteen years of service - six (6) hours for each bi-weekly pay period; and

3. Over fifteen years of service - eight (8) hours for each bi-weekly pay period.

In addition, an employee with less than five (5) years of service shall receive three (3) extra days per year (24 hours) of annual leave. An employee with at least five (5) years but less than ten (10) years of service shall receive

four (4) extra days per year (32 hours) of annual leave; an employee with at least ten but less than fifteen years of service shall receive three (3) extra days per year (24) hours of annual leave; an employee with fifteen years but less than twenty years shall receive three (3) extra days per year (24 hours) of annual leave; and an employee with twenty years and over will receive five (5) extra days per year (40 hours) of annual leave. Each employee shall be credited with the aforementioned additional leave on July 1st provided he/she has an accrued annual leave balance of at least eight (8) hours prior to that date.

b) For employees hired after July 1, 1998, the maximum allowable annual leave accumulation shall be 300 hours and shall be granted as follows:

1-3 years:	3 hours/bi-weekly
4-10 years:	4 hours/bi-weekly
11-12 years:	5 hours/bi-weekly
over 12 years:	6 hours/bi-weekly

c) Department heads shall be responsible for the assignment and approval of vacation periods for employees under their jurisdiction in accordance with the principle and concept of seniority as contained in this agreement and subject to the demands of service of their department.

d) Employees shall not be called back to work while on vacation except for emergency work, and if called back, shall receive the regular vacation day plus time and one-half for the hours they worked.

e) At any time during the fiscal year, employees shall be entitled to sell back to the City a maximum of one hundred (100) hours of accumulated annual leave in increments of at least fifty (50) hours at a time. The hourly rate shall be computed as the base pay and longevity.

f) An employee will earn one additional day of annual leave as a reward for not taking any sick leave during a specified period of three months. The time periods shall generally consist of July 1st to September 30th; October 1st to December 31st; January 1st to March 31st; April 1st to June 30th. However, for

administrative purposes, the pay period dates nearest the above calendar dates shall govern. Any additional day of vacation leave so earned shall be added to the employee's accumulated annual leave total.

ARTICLE 13

SICK LEAVE

Sick leave shall be granted as provided for in Title Three (3) of the City Code of Ordinances. It is agreed that any changes and/or amendments to the Sick Leave provisions of Title Three (3) of the City Code of Ordinances, as contained in this agreement, shall only be made after negotiations with the Union.

13.1 Payment for Unused Leave

Upon retirement, death or voluntary termination (as to voluntary termination, only after a minimum of ten years of service), the employee shall be paid sixty-five (65%) per cent of his or her accrued sick leave up to a maximum of \$25,000.00, and for those hired after July 1, 1995 up to a maximum of \$10,000.

13.2 Religious Observances and Family Illness

A liberal leave policy may be maintained in circumstances such as, but not necessarily limited to, the following:

a) Religious observances in the case of which activities can usually find means, whereby the needs of the service and the sincere religious scruples of employees can both be satisfied. Absence on holy days shall be charged to annual leave.

b) Illness in the employee's immediate family where the employee's care and attendance are required but where the illness is not of a nature to permit the use of sick leave under Section 3 of this article.

13.3 Sick Leave Generally

Sick leave shall be granted to employees when:

a) The employee is incapacitated for the performance of his or her duties by sickness, injury, confinement, or medical, dental or optical examination or treatment;

b) When a member of the immediate family of the employee is afflicted with a contagious disease requiring isolation, quarantine, or restriction of movement for a particular period and requiring the case and attendance of the employee; and

c) Through exposure to contagious disease, the presence of the employee at his post of duty would jeopardize the health of others.

13.4 Accrual of Sick Leave

Full-time employees shall accrue sick leave as follows:

a) Employees accrue sick leave on the basis of four hours for each bi-weekly pay period.

b) There is no limit on the accumulation of sick leave except new employees hired on or after July 1, 1995 shall have a maximum accumulation of up to one hundred-twenty (120) days.

c) For the purpose of charging sick leave, all work-day shifts shall be the actual hours worked but not less than an eight hour shift.

13.5 Requests for Sick Leave; Approval; Limitations; Personal Day

Sick leave with pay shall be granted to regular employees in accordance with the following provisions:

a) An employee shall have been employed for a continuous period of thirty days, without a break in service of one or more work days, before he or she is entitled to use sick leave.

b) Sick leave granted shall not exceed the total amount accrued to an employee at the start of the biweekly pay period.

c) Unless an employee has a minimum balance of eight hours at the start of the biweekly pay period, he or she is not entitled to use sick leave.

d) If an employee has no sick leave balance, absences due to illness may be charged in accordance with annual leave or leave without pay.

13.6 Advance Sick Leave

a) Advance sick leave, not to exceed four work weeks, may be granted by the City Manager to regular employees after the first six months of employment in cases of serious disability or ailments when it is to the advantage of the City to do so. This authority may not be delegated.

b) Advance sick leave may be granted irrespective of whether or not the employee has annual leave to his credit.

c) Requests for advance sick leave shall be submitted in writing stating the circumstances and the need for such leave, the time and date when the accrued sick leave will be exhausted, the amount of advance sick leave requested, and the date to which such leave will extend.

d) Request for advance sick leave shall be evaluated against the following considerations:

1. The employee's past leave record;
2. The nature, seriousness and extent of illness or disability;
3. The probability of return to duty and prospect for continued employment;
4. The probability of the employee liquidating the leave to be advanced.

e) Individuals who, upon separation from City employment, are indebted for advance sick leave, shall reimburse the City, or appropriate deductions shall be made from his or her salary or any leave due him or her. This requirement may be waived in compelling cases of serious illness or disability

confirmed by the statement of a licensed physician (not to include routine situations such as, e.g. a broken leg, ordinary maternity, etc.)

13.7 Absence on Non-Work Days

Sick leave shall not be debited for absence on observed holidays or other non-work days.

13.8 Reports and Investigations; medical Certificates; Fraud

Reporting and investigating sickness, together with other miscellaneous factors relative to sick leave, shall be handled as follows:

a) **Reporting of Sickness.** Employees who are absent from duty for reasons which entitle them to sick leave, shall ensure that their respective supervisors are notified as far in advance of their usual reporting time as possible if physically able to do so. Upon return to work, the employee shall immediately submit to his supervisor an authorization for leave form. Police and fire employees shall notify their respective supervisors before their scheduled duty.

b) **Medical Certificate.** A medical statement may be required to any absence chargeable to sick leave; such statement shall normally be required for sick leave in excess of five working days.

c) **False or Fraudulent Use of Sick leave.** The City may investigate any absence for which sick leave is requested. False or fraudulent use of sick leave shall be cause for dismissal or appropriate disciplinary action against the offending employee.

13.9 Personal Day

An employee who has accumulated one hundred-four (104) hours of sick leave shall be entitled to one (1) personal day, so called. An employee who has accumulated two hundred-eight (208) hours of sick leave shall be entitled to two (2) personal days, so called. Regardless of the amount of accumulated sick leave, an employee shall not be entitled to more than two (2) personal days, so called, per year during the time period of this agreement. An employee shall take his personal days, so-called, in accordance with the procedures established by the City Manager for sick leave. In no event may a personal day be used the day before, the day of, or the day after a holiday or scheduled vacation. For the purposes of charging sick leave, a personal day shall be charged at eight (8) hours.

ARTICLE 14

BEREAVEMENT LEAVE

14.1 a) In the event of death of a member of the family of an employee, the City will grant reasonable time off without loss of pay for all scheduled work days falling within the four-day period next following the date of a death in the immediate family (wife, husband, children, parents, parents-in-law, sister or brother, domestic partner); for other members of the family (grandparents, grandchildren), one work day; and a maximum of four (4) hours off without loss of pay will be allowed to attend the funeral of an employee's aunt or uncle.

b) More time in individual cases, due to unusual circumstances or for reasons other than those listed above, shall be granted subject to the discretion of the City Manager.

c) If a death occurs in the immediate family during vacation, the days following within the funeral week procedure will not be charged to vacation time.

d) Additional time, when required, shall be charged to annual leave.

ARTICLE 15
UNION BUSINESS LEAVE

15.1 a) Union Stewards shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances within their department upon the approval of their immediate supervisor. If it is the desire of the aggrieved employee, an officer of the Union may substitute for the Shop Steward in the investigation and processing of any grievance. The employee also retains the right to have a Business Agent from Council 94 present at all levels of the Grievance Procedure.

b) If there is not a Union Steward in any department, either the Chairman or Vice-chairman of the Grievance Committee shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances within that department upon approval of his immediate supervisor.

c) If the grievance proceeds to Step 3, the Union Steward and either the Chairman or Vice-chairman of the Grievance Committee shall be granted reasonable time off during working hours without loss of pay to attend the grievance hearing with the City Manager and/or the Arbitrator upon the approval of their immediate supervisor.

d) Not more than two (2) delegates shall be granted reasonable time off without loss of pay during working hours (not to exceed thirty-two man-hours per fiscal year) with the approval of their Department heads to attend International, regional or State conventions or meetings.

e) One Executive Board member of Local 911 may attend the funeral of a Union member without loss of pay.

f) The City Manager shall be informed as to the members of the Grievance Committee.

g) The City will provide two (2) updated copies annually to the Union on January 1st of the Title Three (3) for Newport City. Copies of changes or updates will also be provided to the Union when available.

ARTICLE 16

MATERNITY LEAVE

16.1 a) Employees who have completed two years of service with the City shall be granted a leave of absence, without pay or benefits, for maternity. Written application for Maternity Leave must be filed with the Personnel Administrator at least sixty (60) days prior to the start of said leave.

b) Maternity leave shall not exceed six (6) months. If an employee has not returned to full-time City employment at the end of six (6) months' Maternity Leave, it shall be considered an automatic resignation.

c) Temporary replacements for employees on Maternity Leave shall not be covered by the terms of this agreement.

ARTICLE 17

FAMILY & MEDICAL LEAVE ACT

17.1 The parties recognize that employees have rights as provided by federal and state FMLA laws, as amended, in addition to those provided by this Agreement.

ARTICLE 18

*EFFECTIVE
MARCH 1, 2007*

HEALTH, DENTAL AND LIFE INSURANCE

18.1 a) **Health Insurance.** All active, full-time, permanent employees covered under this agreement shall be provided with the following individual or family health insurance program dependent upon the marital status of the employee, payment of which shall be borne fully by the City; Healthmate Deductible/Co-insurance Option* (100/80 variation, \$250.00 deductible). Fifteen dollars (\$15.00) co-pay for office visits (primary physician); \$25.00 co-pay

for office visits (specialists); \$25 co-pay urgent care center; \$75.00 co-pay Emergency Room care (\$25 visit reimbursed by the City); \$25.00 co-pay for chiropractor services; \$25.00 co-pay for physical therapy; \$25.00 co-pay for speech therapy; \$25.00 co-pay for occupational therapy; preferred prescription drug/mandatory general drug co-pay 80/20 with an annual cap of \$600 per person.

In addition to this base plan (Healthmate Deductible/Co-insurance Option), the City will make available to active employees:

- Classic Blue with the Managed Benefit Program
- Semi-private Blue Cross (365 days, full maternity benefits, students to age 25)
- Blue Shield 100 (365 days, full obstetrical, medical emergencies, students to age 25)
- Major Medical (\$200.00 deductible, 80-20% co-insurance, average semi-private, student to age 25)
- Emergency Room visit co-payment of \$25.00 per visit.
- Diagnostic JU#2 Rider (students to age 25)
- Vision Care Rider
- Chiropractic Rider

An employee opting for a plan that is more expensive than the base plan (Healthmate Deductible/Co-insurance Option) shall pay the difference in the premium cost via payroll deductions.

b) **Dental Insurance.** All active, full-time, permanent employees covered under this agreement shall be provided with the basic Delta Dental, with Levels I, II, III and IV, dental insurance program. Coverage shall be individual or family dependent upon the employee's marital status.

c) **Life Insurance.** All employees covered by this agreement shall be provided with a paid Fifty Thousand-Dollars (\$50,000) group term life insurance policy upon completion of two (2) years of service.

d) The City and the Union agree to re-open negotiations on Health and Dental Insurances only if the City finds a health insurance carrier that is equal in benefits and administration to that of the present coverage. However, the parties shall participate in a committee, comprised of

representatives of all City municipal unions, in a cooperative effort to review the costs of health care benefits and develop mechanisms by which to control such costs.

e) Employees who retire shall be entitled to continue to receive health insurance on the same terms and pursuant to the same group plan as is available for active employees until such time as the employee becomes eligible for health insurance coverage pursuant to Medicare or because of other employment (his/her own or spouse's). If an employee who has retired from the City's service subsequently loses coverage pursuant to other employment before achieving age 65, then the City will place the retiree back on the City's health plan within thirty days after the date of receipt of notification by the employee. Retirees will be provided Plan 65 upon reaching age 65 and plan supplementation will be provided at no cost to said retiree. An employee retiring on or after 6/1/09 will not be provided Plan 65.

f) The City and the Union agree that either of the parties may request that negotiations be reopened on health care issues (medical and dental) on or after 1/1/03. Issues to be discussed shall include issues relating to health care cost containment. In the meantime, the parties agree that they will cooperate in an effort to contain health care costs through the existing Health Care Committee. *Effective July 1, 2009 the contribution to the cost of health care coverage shall be 3% of the premium for all future retirees. The City will make best efforts to maintain this contribution on a pre-tax basis, subject to allowable IRS regulations.

g) Commencing July 1, 2006, all active employees shall make a contribution to the cost of healthcare coverage equal to 2% of base salary plus longevity for the family medical coverage per annum. In the event an

employee has only individual medical coverage, that employee will make a contribution to the cost of health coverage equal to 1% of base salary plus longevity per annum. The City will make best efforts to maintain this contribution on a pre-tax basis, subject to allowable IRS regulations.

h) An employee hired on or after July 1, 2006 shall make a contribution to the cost of healthcare coverage equal to 3.50% of base salary plus longevity regardless of whether the employee is enrolled in a family plan coverage or individual plan coverage per annum. The City will make best efforts to maintain this contribution on a pre-tax basis, subject to allowable IRS regulations.

i) Effective July 1, 2007, the health insurance buyback for employees in the program is reduced to a payment of \$5,000 for family plan or \$2,500 for an individual plan.

Effective July 1, 2008, the health insurance buyback for employees in the program is reduced to a payment of \$3,000 for family plan or \$1,500 for an individual plan.

Effective June 1, 2009, the health insurance buyback for employees in the program is reduced to a payment of \$1,000.

Effective July 1, 2006, the healthcare buy-back is eliminated except for employees enrolled as of July 1, 2006.

ARTICLE 19

HEALTH, SAFETY AND WELFARE

19.1 a) Promotion and Enforcement of Safety Rules. The City and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.

b) **Employee Complaints.** Should an employee complain to his immediate supervisor that an assigned duty requires him to be in unsafe or unhealthy conditions, in violation of acceptable safety rules, and the immediate supervisor does not correct said condition, the matter shall immediately be brought to the attention of his Department Director or, if unavailable, the Director of Public Safety. An employee may refuse a direct order when he has grounds for a reasonable belief that his safety or the safety of others may be endangered by allowing the order in question. The employee must make his position clear to the supervisor at the time and when called upon to justify his refusal at a hearing, he must establish beyond a reasonable doubt the reasonable grounds for his apprehension, or risk disciplinary action.

c) **Safety Committee.** There shall be a Safety Committee composed of two (2) representatives of the Union and two (2) representatives of the City. Said Committee shall appoint its own chairman and meet regularly to review safety practices. It may draw up a safety code which both parties to this agreement agree to enforce.

d) The City agrees to:

1. keep all motor vehicle equipment in safe operating condition and institute maintenance schedules for this equipment;
2. make annual electrical and building inspections to ensure safe working conditions; and
3. make all accident reports available to a Local 911 representative for review on a quarterly basis at the Personnel Department.
4. Employees will be required to fill out accident reports within 24 hours of their occurrence.

e) The City agrees to provide the personal protection equipment listed below:

<u>Quantity</u>	<u>Description</u>	<u>Location</u>
4	Coveralls	Lawton Valley Chemical Storage Area
4	Coveralls	Station No. 1 Chemical Storage Area
4	Hearing Protective devices	Lawton Valley Office (with First Aid Equipment)
4	Hearing Protective devices	Station No. 1 Office (with First Aid Equipment)
1	Eyewash Basin	Lawton Valley Chemical Equip. Area
1	Eyewash Basin	Station No. 1 Chemical Storage Area

f) The City agrees to furnish annually one (1) set of coveralls for each Meter Reader in the Water Department. Effective July 1, 1996 the City will provide three (3) sets of uniforms to non-clerical Water Department employees in the following divisions: Collections, Distributions, and Water Meter.

g) The City agrees to furnish annually three (3) sets of uniforms and one (1) jacket for each Automotive Mechanic and Parts and Inventory Control Technician.

h) If the Public Safety Dispatcher is required to wear uniforms, the City shall be required to pay the full cost of such uniforms.

i) The City agrees to furnish annually two (2) sets of uniforms for each Animal Control Officer each contract year.

j) The following foul weather gear will be supplied to all outside crews of the Parks and Recreation and Public Works Street Maintenance Division as necessary but not more frequently than every two (2) years:

- | | |
|-----------------------|-----------|
| 1. Raincoat with hood | 3. Boots |
| 2. Rain pants | 4. Gloves |

k) To the extent the City provides clothing to the employee at the request of the Union, substitutions of an equal or lesser value will be permitted, at the discretion of the Department Director, consent not to be unreasonably withheld. Examples of substitutions would be winter coveralls and safety jackets, light-weight coveralls, etc.

l) The employees of the Public Works Department will be allowed to wear shorts except while working under hazardous condition.

m) The City will expend up to \$500.00 annually to supply and maintain uniform shirts for the Police Department clerks.

ARTICLE 20

ON-THE-JOB INJURY

20.1 a) Leave and medical expenses for injury in the line of duty shall be granted as provided for in Title Three (3) of the City Code Ordinances.

b) The City agrees to continue to provide health insurance benefits for an employee who has completed seven (7) years of service and who is permanently disabled due to an injury received while performing his City job, for a period of twenty-five (25) months from the date of injury, subject to the following conditions:

1. both the City and the Municipal Retirement System must first agree that the employee is permanently disabled due to an on-the-job injury;

2. the employee must be eligible for Social Security benefits.

c) The City agrees to pay all expenses for inoculation or immunization shots for the family residing in the employee's household when such becomes necessary, as determined by the City-approved physician, as a result of said employee's exposure to contagious disease, where said exposure occurred on the job.

d) An employee will report an accident for a line-of-duty injury to the employee's Supervisor or other competent management personnel within 24 hours of the employee's knowledge of such an injury.

e) Employees who are unable to perform their regular duties due to a work related injury may be offered suitable alternative employment within their department by the City. Such assignments must be accepted by such

employees unless a physician finds and indicates in writing why the employee is not physically able to perform such duties. Employees will be returned to their regular duties as soon as practicable and as soon as the employee has attained medical clearance. The parties agree to jointly review suitable alternative employment assignments no more than every six months to determine whether an employee can return his/her regular assignment. Such suitable alternative employment shall not conflict with other Bargaining Units and shall not result in the layoff of any employee. The procedures and remedies available pursuant to the Rhode Island Workers' Compensation Act shall be available in resolving disagreements or disputes under this section.

ARTICLE 21

INCLEMENT WEATHER POLICY

- 21.1** a) The City may suspend work, without loss of pay, during extreme weather.
- b) Non-essential employees are not required to report for work any time their building is closed because of inclement weather or other emergency.
- c) On days that their building is closed early because of inclement weather or other emergency, employees shall be permitted to leave the building immediately.

ARTICLE 22

DAMAGED OR STOLEN PERSONAL PROPERTY

- 22.1** a) The City will evaluate and fairly consider, on an individual basis, an employee's request for reimbursement for personal items which have been damaged, destroyed or stolen in the performance of his or her job as a City employee.
- b) Employees who must use their own tools to perform their work shall have any broken or worn tools replaced by tools of the same quality at the

City's expense, provided tools to be replaced are turned in to the City and the tools loss is work-connected and not the fault of the employee.

c) Employees who through no fault of their own break their eyeglasses while performing their duties shall have them replaced.

d) Replacement or payment for replacement of tools and eye-glasses will be made within thirty (30) days of written notice to the City.

e) The City shall provide each Automotive Mechanic, Senior Automotive Mechanic, and Head Automotive Mechanic with an annual tool allowance not to exceed \$300.00 for the purchase of specialized tools needed by them at the Central Garage. The selection of these tools will be determined jointly by the Equipment Maintenance Supervisor and a representative of the Union.

ARTICLE 23

CAR ALLOWANCE

23.1 a) Employees who are required to use their personal automobiles on City business shall be compensated for the actual miles driven on City business* at the Internal Revenue Service standard mileage rate for the given year.

b) The City may require the employee to complete such statements and forms as it considers necessary to apply this provision.

c) Employees will be reimbursed for the following license or certification renewal costs incurred as a result of a requirement by the job description for the following classifications:

<u>Position</u>	<u>License of Certification</u>
Electrical Inspector	Masters or Journeyman-Class B
Plumbing Inspector	Master Plumber, Journeyman
	Master Mechanical and Asbestos Certificate
City Forester	Arborist and Pesticide
Heavy Equip. Oper.	Payloader/Backhoe limited A or B

Employees required by the City to obtain a Payloader/Backhoe Limited B license will also receive reimbursement. Nothing in this section is intended to alter the rights of the City or the Union with respect to the establishment or modification of job descriptions or requirements.

ARTICLE 24

IN-SERVICE TRAINING

24.1 a) To encourage the development of the individual employee's on-the-job performance and to make ready, experienced and knowledgeable replacements, the City shall establish in-service training classes to meet its needs. Notice of said training class is to be posted on all bulletin boards for at least ten (10) working days.

b) Employees within the bargaining unit may apply to the City Manager or their designee in advance to have the cost of tuition and required books reimbursed for courses taken which are job-related and approved at accredited colleges, universities, trade schools or continuing adult education classes. Employees under this program shall not be allowed to attend courses during the employee's normal working hours. Reimbursement shall be upon successful completion of the course(s) taken with a grade of "C" or better or a "pass" in a course where there is a "pass/fail" grade system.

(c) The City will budget \$3,000.00 annually for employee education and training and the City's expenditure shall not exceed this amount in any fiscal year.

ARTICLE 25

BULLETIN BOARDS AND POSTING OF VACANCIES

25.1 a) **Bulletin Boards.** The City agrees to provide bulletin board space where notices of City and Union matters may be posted.

b) **Posting of Vacancies.** The City agrees to post all vacancies within seven (7) calendar days of occurrence.

c) The City will not sub-contract work that has been done exclusively by members of the bargaining unit ("bargaining unit work") except after advance notification to the bargaining unit, discussion and agreement with the Union. Such agreement shall not be unreasonably withheld.

ARTICLE 26

DISCHARGE AND DISCIPLINE

26.1 a) Discharge and discipline shall be in accordance with the applicable sections as provided for in Title Three (3) of the city Code Ordinances.

b) Each employee shall be furnished with a copy of all disciplinary entries in his personnel record and shall be permitted to respond thereto. The contents of any employee's personnel record shall be disclosed to the employee upon his request.

c) No materials derogatory to any employee's conduct, service, character or personality will be placed in his personnel file unless he has had an opportunity to review the material. However, material obtained relative to an employee's initial employment, including references, shall be considered confidential and not subject to review by the employee.

d) After a period of three (3) years, if an employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel records. Infractions of a serious nature shall be expunged from the employee's personnel record after a period of five (5) years.

e) **Arbitrary Firings.** To avoid arbitrary firings, when a Department Head is not satisfied with the work performance of an employee, the employee

shall be counseled in the presence of his/her Union representative in order to help improve the employee's work performance.

f) In the event an employee whose job description requires a valid Rhode Island Driver's License has had said license suspended, the employee shall be demoted to the next lower pay grade and placed in the same step, from the date of suspension until license reinstatement. In addition to the above, subsequent losses of a driver's license may also result in disciplinary action.

ARTICLE 27

GRIEVANCE PROCEDURE AND ARBITRATION

27.1 a) The purpose of the grievance procedure shall be to settle employee grievances arising out of the interpretation and application of this agreement on as low a level as possible and as quickly as possible to ensure efficiency and high employee morale.

STEP 1. The employee(s) involved and/or the Union Representative shall meet with the immediate supervisor in an effort to resolve the grievance.

STEP 2. If no agreement is reached within one working day after presentation hereof, the grievance shall be reduced to writing and submitted to the Department Director with a copy to the Chairman of the Grievance Committee within twenty (20) days of the occurrence of the incident; presuming the grievant knew of potential contract violation or misinterpretation. The written grievance shall be forwarded by hand or by certified mail, restricted delivery, return receipt requested. Within three (3) working days, the Department Director shall meet and discuss the grievance with the immediate supervisor, Union Representative and grievant. A written decision will be given by the Department Director within three (3) working days after such meeting.

STEP 3. If the Union and/or the employee is not satisfied with the decision at Step 2, the Chairman of the Grievance Committee shall file the grievance with the City Manager, who may convene a meeting to discuss the grievance, but who, in any event, will render his decision within seven (7) working days.

b) If a grievance which involves the interpretation or application of the terms of this agreement is not resolved under the steps outlined above, it may be submitted to arbitration by either the City or the Union but not the employee upon written notice to the other within thirty (30) days of the decision at Step 3. Said arbitration will be held under the voluntary Arbitration Rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding. The expense incident of the arbitration procedure shall be borne equally by the City and the Union. The arbitrator shall have no power to add to, delete from, or modify any of the terms or provisions of this agreement.

c) Local 911 shall have the right to initiate a grievance where the action complained of is of a general nature or affects the Union itself. Such a grievance shall be processed beginning at Step 3.

d) The City, on request, will produce payroll and other records as necessary to the Union.

ARTICLE 28

LEGAL EXPENSE

28.1 The City will provide legal representation from the Office of the City Solicitor for all City employees covered by this agreement who are sued for actions taken during the course of their employment, and will pay any judgment rendered in such legal action against the employee. Employees shall immediately notify the City Manager and the City Solicitor of any legal action

filed against the employee. The City of Newport, however, reserves the right to decline to provide legal representation or pay such judgment for any City employee where the City determines that the employee exceeded the scope of his employment. The City's determination is subject to the individual employee's right to pursue all appropriate grievance procedures afforded him by this agreement, City Ordinances, and State Law.

ARTICLE 29
PARITY CLAUSE

29.1 If the contracts between the City of Newport and Lodge No. 8, F.O.P., and or Local 1080, I.A.F.F., provide increased benefits for Annual Leave, Sick Leave, or Health Insurance, effective during the duration of this agreement, then members of the bargaining unit covered by this agreement shall receive these same benefit increases.

ARTICLE 30
COMPARABLE WORTH AND PAY EQUITY COMMITTEE

30.1 The City and the Union agree to the formation of a Comparable Worth and Pay Equity Committee. This Committee will be comprised of five (5) members with two (2) members selected by the Union and two (2) members selected by the City and a fifth member mutually agreed upon by the Union and the City. This Committee will study the entire issue of comparable worth and pay equity and will submit its findings and recommendations to the City and the Union no later than January 1, 2004. The City and the Union agree to discuss the Committee's findings and recommendations and to reopen the contract on June 30, 2004 to discuss the Committee's findings and recommendations.

Upon ratification of this Agreement, the City and the Union will form a study committee to review the classification and compensation of all bargaining unit positions.

Upon completion of the review, the City and the Union will prepare a joint report for review by members of the bargaining unit. Said review and final report shall be completed by July 1, 2004.

ARTICLE 31
ORDINANCE AMENDMENTS

31.1 The City shall provide the Union with a copy of Title Three each time said ordinances are reprinted as a result of amendments. All council docket items are available to the public at the City Clerk's office and may be requested by members of Local 911.

ARTICLE 32
RESIDENCY

32.1 Employees covered by this Agreement shall not be required to maintain residency in the City of Newport in order to hold their respective positions while working for the City.

ARTICLE 33
SAVINGS CLAUSE

33.1 Should any provision of this agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of the agreement shall remain in full force and effect for the duration of this agreement.

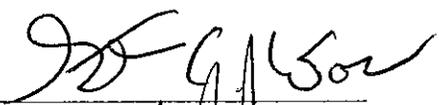
ARTICLE 34
DURATION OF AGREEMENT

34.1 This agreement shall be effective as of the 1st day of July, A.D. 2006 and shall remain in effect until the 30th day of June, A.D. 2009.

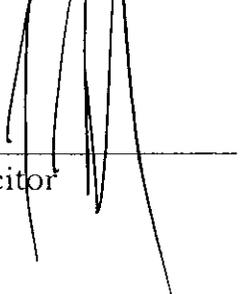
The parties agree that no contractual term will be altered after expiration of this Agreement unless the City has first negotiated to impasse with the Union or reached agreement with the Union.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 11th day of July, A.D., 2007.

**FOR THE CITY OF NEWPORT,
RHODE ISLAND**

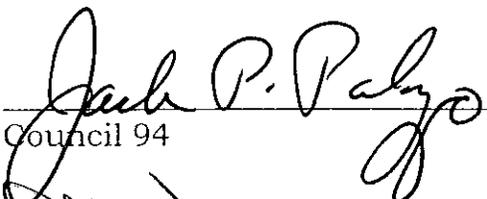


Mayor

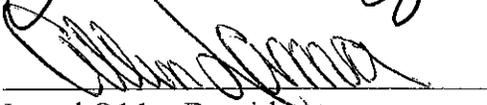


City Solicitor

**FOR R.I. COUNCIL 94
AFSCME, AFL-CIO, LOCAL 911**



Council 94



Local 911, President



Local 911, Secretary-Treasurer



CITY OF NEWPORT
CITY MANAGER
Michael D. Mallinoff

November 2, 1999

Allen Lama, President
Local 911, Council 94
AFSCME, AFL-CIO

RE: Contract between the City of Newport and
Rhode Island Council 94, AFSCME, AFL-CIO,
Local 911 - July 1, 1998 to June 30, 2001

Dear Mr. Lama:

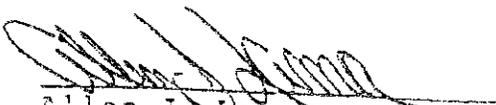
This letter will serve as part of the above referenced contract regarding the Plan 65 we discussed and agreed to incorporate into the 1998-2001 Agreement with Local 911, Council 94.

Local 911, Council 94 will have the same Plan 65 benefit of a \$200 Major Medical deductible, as the FOP, Police Union of Newport, RI.

This Letter will clear up a grievance filed on 8/26/99, of not bargaining in good faith with respect to health care, which will be withdrawn.

This appears to be the only unresolved issue left on Health Care to settle before signing the above referenced contract.


Michael D. Mallinoff
City Manager


Allen J. Lama
President, Local 911

LETTER OF UNDERSTANDING

Effective July 1, 1993, all employees of Local 911, Council 94, covered by the collective bargaining agreement with the City of Newport shall be allowed to attend Adult Education Classes, sponsored by the Newport School Department, at no cost, subject to the availability of classroom space and each individual employee's work schedule. Nothing herein contained shall allow for an employee's right to attend said Adult Education Classes during an employee's hours of work with the City of Newport. Each class must have sufficient tuition-paying registrants, as well as first be offered to those members of the School Department who are also eligible to participate. All supplies, books, or other course-related expenses, shall be at the cost of the employee. Both the Union and the City of Newport acknowledge that this arrangement is at the sole discretion of the Newport School Department and may be amended or eliminated at any time with no recourse on the part of the Union against the City of Newport or the Newport School Department.

mm

Michael Mallinoff
City Manager
City of Newport

Stanley Brown, Director
Administrative Services
Newport School Dept.

Nov. 10

1999

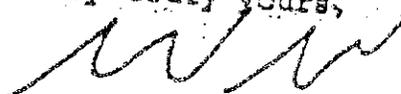
Mr. Allen Lama
President, Local 911
R.I. Council 94
1179 Charles Street
North Providence, RI 02904

Re: City of Newport & R.I. Council 94

Dear Mr. Lama:

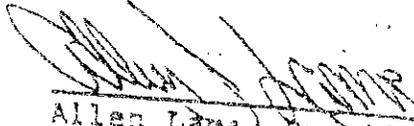
As set forth in the Council's Resolution of August 13, 1997, the City recognizes that employees affected by privatization retain certain rights under the Union's collective bargaining agreement with the City.

Very truly yours,



Michael Mallinoff
City Manager

AGREED AS TO FORM AND SUBSTANCE:


Allen Lama, President, Local 911
R.I. Council 94

THE CITY OF NEWPORT

RESOLUTION

OF THE

COUNCIL

No. ...97-100....

WHEREAS, the City of Newport has been exploring the feasibility of privatizing the operations of the Water Pollution Control and Water Treatment Plants; and

WHEREAS, a large percentage of employees of the Water Pollution Control and Water Divisions of the City's Utilities Department are members of Local 911, Council 94, A.F.S.C.M.E., AFL-CIO, which is the exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and all other conditions of employment for its members; and

WHEREAS, the leadership and employees of Local 911, A.F.S.C.M.E. have expressed concern regarding the employees' union coverage if the City were to enter into an agreement with a private firm for the operation of the water pollution control and/or water treatment plants. NOW, THEREFORE, BE IT

RESOLVED: the City of Newport, its successor or assigns, shall recognize coverage of the Local 911, Council 94, A.F.S.C.M.E., contract as it pertains to the employees of the Water Pollution Control and Water Divisions of the City of Newport Utilities Department affected by privatization or subcontracting.

RICHARD C. SARDELLA
JAMES W. BACCARI
KATHRYN LEONARD

IN COUNCIL
READ AND PASSED

August 13, 1997

Yvonne Smith

Yvonne Smith
City Clerk

LETTER OF UNDERSTANDING

is mutually agreed that Article 22.1(C), entitled "CAR ALLOWANCE", of Collective Bargaining Agreement (dated July 1, 1995 - June 30, 1998) between the City of Newport and Council 94, AFSCME, AFL-CIO, Local 911 include the following full-time classifications with regard to license or certification reimbursement by the City:

- C). Employees will be reimbursed for the following license or certification renewal costs incurred as a result of a requirement by the job description for the following classifications:

<u>Position</u>	<u>License or Certification</u>
Electrical Inspector	Masters or Journeyman-Class B
WPC Electrician	Journeyman-Class B
Plumbing Inspector	Master Plumber, Journeyman
	Asbestos Certificate
City Forester	Arborist and Pesticide,
	Payloader/Backhoe LTD B
Heavy Equipment Operator	Payloader/Backhoe LTD B
Foreman	Payloader/Backhoe LTD B
Maintenance Person	Payloader/Backhoe LTD B
Skilled L.E.O.	Payloader/Backhoe LTD B
Sweeper Operator	Payloader/Backhoe LTD B
Laborer Equipment Opr.	Payloader/Backhoe LTD B

Employees required by the City to obtain a Payloader/Backhoe Limited B license will also receive reimbursement. Nothing in the section is intended to alter the rights of the City or the Union with respect to the establishment or modification of job descriptions or requirements.

An employee may receive reimbursement for an Unlimited A license in lieu of the required Limited B license provided they sign a "Waiver" releasing the City from liability for any and all work performed with this license outside City employment.

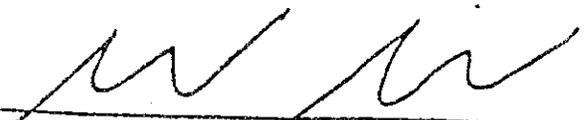
Joel G. Johnson
for the City



Allen Lama
For the Union

e signed

Date signed



Michael Mallinoff, City Manager

10-14-94

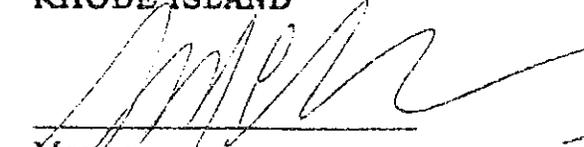
Date signed

MEMORANDUM OF UNDERSTANDING

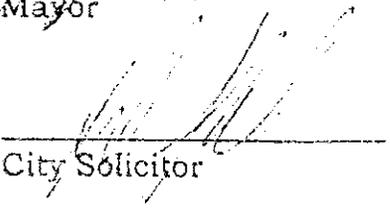
During the course of the balance of the July 1, 2001 to June 30, 2004 AFSCME Contract, the City of Newport will, in the event the City of Newport embarks on a course of further privatizing City services, notify the Union of this intent. Prior to any RFP being issued for a provider of services, the City of Newport will **discuss their intent to privatize with the Union and will consider and discuss with the Union the following issues at a minimum:**

1. Current contract coverage in effect and how it will affect successors or assigns;
2. The continuance of contract coverage in its entirety until a successor agreement is negotiated;
3. The ability of employees of Local 911, Council 94, to bid on any further in-house career opportunities posted by the City of Newport as a job bank;
4. The issue of employees receiving salary and benefits equal to or better than current levels of salary and benefits.

**FOR THE CITY OF NEWPORT,
RHODE ISLAND**

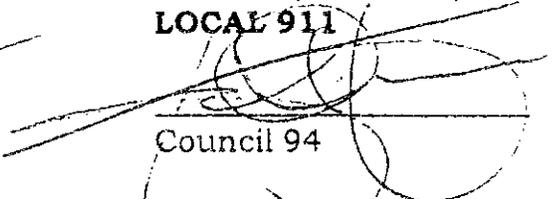


Mayor

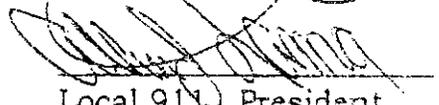


City Solicitor

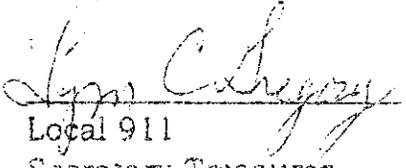
**FOR R.I. COUNCIL 94
AFSCME, AFL-CIO,
LOCAL 911**



Council 94



Local 911, President



Local 911
Secretary-Treasurer



CITY OF NEWPORT
CITY MANAGER
James C. Smith

June 9, 2003

Allen Lama, President
Local 911, Council 94, AFSCME
39 Thurston Avenue
Newport, RI 02840

RE: Letter of Understanding
Reclassification of Traffic Technician
Position to Traffic Foreman Position

Dear Mr. Lama:

This Letter of Understanding is to memorialize our discussions concerning a reclassification of the Traffic Technician Position pursuant to Article 8, Salaries and Wages, Section 8.1 Classification Plan and Salary Schedule, of the Collective Bargaining Agreement between the City of Newport and Local 911, Council 94, for the period of July 1, 2001 - June 30, 2004.

The Public Works Director has recommended a change in responsibilities of the Traffic Technician which include overall responsibility for planning traffic signage improvements including designing installations, ordering materials and implementing the installation of signs and traffic markings as well as the implementation of a digital traffic signage inventory system. In recognition of the proposed expanded responsibilities of the Traffic Technician, grade U-8, the City proposes to reclassify this position to Traffic Foreman, grade U-10.

Allen Lama, President
Local 911, Council 94, AFSCME
Letter of Understanding - Traffic Technician

Page Two
June 9, 2003

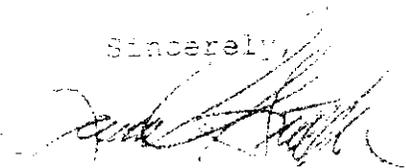
In this regard, an amendment to the codified ordinances, Section 1, Chapter 3.12.020 has been submitted to the City Council for approval. Upon approval of the City Council of the aforementioned ordinance amendment, it is agreed that Article 8, Section 8.1 of the Collective Bargaining Agreement shall be revised as follows and that the responsibilities of the position of Traffic Foreman shall include the expanded responsibilities as stated above:

	<u>Title</u>	<u>Grade</u>
<u>Delete:</u>	"Traffic Technician	U-8"
<u>Add:</u>	"Traffic Foreman	U-10"

The appropriate change in grade, step and salary adjustment for the incumbent employee shall be retroactive to July 1, 2002.

Please sign where indicated below to indicate your agreement and acceptance of the reclassification of this position.

Sincerely,



James C. Smith
City Manager

AGREED TO AND ACCEPTED:



Allen Lama, President
Local 911, Council 94, AFSCME

Dated: _____

cc: City Solicitor
Assistant City Solicitor
Human Resources Administrator
Finance Director
Police Chief

L911.txt

MEMORANDUM OF AGREEMENT

AFSCME NEWPORT LOCAL 911 AND THE CITY OF NEWPORT:

THE EXISTING AGREEMENT IS RENEWED FOR THE NEW CONTRACT TERM AND NEW PROVISIONS ARE INCORPORATED AS SET-FORTH BELOW:

TERM: THREE (3) YEARS -- JULY 1, 2001 -- JUNE 30, 2004

WAGES:

7/1/01 -- 2.9 %

7/01/02 -- 2.5 %

7/1/03 -- 3.5 %

LIFE INSURANCE: INCREASED TO \$ 20,000

CITY HALL HOURS: NORMAL HOURS -- 8:00/4:30

IN THE EVENT OF " SPECIAL CIRCUMSTANCES " MAY A DEPARTMENT ALTER THIS SCHEDULE.

PAY EQUITY STUDY:

EXISTING PROVISION WITH MODIFICATION OF DATES

SECOND YEAR OF CONTRACT -- COMPLETED BY 7/1/03

CLASSIFICATION / UPGRADE STUDY:

JOINT UNION - MANAGEMENT COMMITTEE

7/1/03 TO 1/1/04 -- JOINT STUDY TO BE COMPLETED

PRESCRIPTION RIDER: TO BE RESOLVED

RESOLUTION OF OUTSTANDING GRIEVANCES / PENDING ARBITRATIONS

DRESS CODE -- JOINT RESOLUTION

SAFETY / UNIFORM & GEAR -- JOINT RESOLUTION

LOI11.EXT

GRIEVANCE ANSWER TIMELINESS -- RESOLVED

NON-UNIT IMMATES -- ARB. RESOLVED

TIMELINESS / GRIEVANCE ANSWERS -- SLRB -- RESOLVED

THREE (3) POSITIONS TO BE RESOLVED:

~~MAINT. HELPER (0-6)~~ *Filled*

~~PARKS / TOURISM -- LABORER~~ *Came back to the City*

LABORER (SIDEWALK SWEEPER)

SEASONAL EXCLUDED: LIFEGUARDS & BEACH AIDES

EXISTING LONGWIIY SIDE LETTER IN NEW CONTRACT

SENIORITY ISSUE -- RESOLVED:

- PUBLIC WORKS
- WATER DIVISION
- OPERATIONS DIVISION
- STREET MAINTENANCEW DIVISION
- CLEAN CITY DIVISION

~~AS SOME GOAL 911~~

[Handwritten signature]
[Handwritten signature]
 5/10/02

[Handwritten signature]
[Handwritten signature]
 5/10/02

Christine Maguire
 5/10/02
Donald Bole
Ralph Ferguson
Christ E White

MEMORANDUM OF UNDERSTANDING

Handwritten notes:
C/A
2/1/2002 - 2/1/2002
A

During the course of the balance of the July 1, 2001-June 30, 2004 AFSCME Contract, the City of Newport will, in the event the City of Newport embarks on a course of further privatizing City services, notify the Union of this intent. Prior to any RFP being issued for a provider of services, the City of Newport will discuss their intent to privatize with the Union and will consider and discuss with the Union the following issues at a minimum:

1. Current contract coverage in effect and how it will affect successors or assigns;
2. The continuance of contract coverage in its entirety, until a successor agreement is negotiated;
3. The ability of employees of Local 911, Council 94, to bid on any further in-house career opportunities posted by the City of Newport as a job bank;
4. The issue of employees receiving salary and benefits equal to or better than current levels of salary and benefits.

9.8 17

~~2/1/2002~~

ADD to CBA.

~~AS~~
~~2/1/2002~~

The City will not subcontract work that has been done exclusively by members of the bargaining unit, except after advance notification to the bargaining unit discussion and agreement with the union. Such agreement shall not be unreasonably withheld.

~~1/1/2002~~
~~[Signature]~~

~~1/1/2002~~
~~[Signature]~~

The Parties agree that either of them may request that negotiations be reopened on health care issues (medical + dental) on or after 1/1/03. Issues to be discussed shall include issues relating to health care cost containment. In the meantime the parties agree that they will cooperate in an effort to contain health care costs thru the existing health care committee

10-26-02

10/9/02
1/1/02
SCC

October 18, 2002

Allen Lama, President
Local 911, Council 94
AFSCMA, AFL-CIO

Re: July 1, 2001 to June 30, 2004 Contract between the City
of Newport and R. I. Council 94, AFSCME, AFL-CIO, Local 911

Dear Allen:

As an additional to accommodation and as part of these contract negotiations, the City of Newport will agree to adjust the salaries of the following employees, though this is not an agreement of reclassification for the particular individual positions:

- | | | |
|----------------------|-----------------|-----------------------|
| 1. Arthur Perry | U-3 to U-5(D) | <i>50 min. 1/1/02</i> |
| 2. Debbie Stoker | U-6 to U-8(D) | <i>- R 10/9/02</i> |
| 3. Charles Peckham | U-10 to U-11(E) | |
| 4. Ralph Hicks | U-6 to U-9 | <i>17/1/02</i> |
| 5. Dorothy Moseley | U-6 to U-8(D) | <i>10/9/02</i> |
| 6. Marybeth Zalewski | U-6 to U-8(D) | <i>10/9/02</i> |
| 7. Ernest Cabral | U-4 to U-5(E) | <i>10/9/02</i> |
| 8. Henry Merkt | U-4 to U-5(E) | <i>10/9/02</i> |
| 9. James Duberek | U-4 to U-5(E) | <i>10/9/02</i> |
| 10. Robin Bennett | U-4 to U-5(E) | <i>10/9/02</i> |
| 11. Edna Janes | U-5 to U-6(F) | <i>10/9/02</i> |
| 12. Tracy Griffith | U-5 to U-6(F) | <i>10/9/02</i> |
| 13. James Hicks | U-4 to U-6(D) | <i>10/9/02</i> |
| 14. Ralph Piermont | U-5 to U-6(E) | <i>10/9/02</i> |

We have also discussed the addition of a maintenance helper and street sweeper (Clean City Program) to the work force. If this can be accomplished within the current budget framework by the reordering of employees (permanent or temporary) responsibility or through retirement of other employees, the City agrees to work towards that end.

These employees, assuming we accomplish this task, will be full time employees with membership in your bargaining unit.

Sincerely yours,

For Council 94 Local 911

Joseph J. Nicholson, Jr.
Acting City Manager

Allen Lama, President

10/22 12/17/02



CITY OF NEWPORT
OFFICE OF THE CITY SOLICITOR

43 Broadway, Newport, RI 02840

Joseph J. Nicholson, Jr. - City Solicitor
jnicholson@cityofnewport.com
401-845-5423

Christopher J. Behan
Asst. Solicitor 401-845-5422
cbehan@cityofnewport.com

Fax: 401-847-1074

February 28, 2007

Allen Lama, President
Local 911, Council 94
AFSCME, AFL-CIO

Cileen Hastings
Asst. Solicitor 401-849-9950
38 Bellevue Avenue, Newport, RI 02740

Re: Contract between the City of Newport and Rhode Island Council 94,
AFSCME, AFL-CIO, Local 911 - July 1, 2006 to June 30, 2009

Dear Mr. Lama:

This letter constitutes a Memorandum of Understanding between Local 911,
RI Council 94 and the City of Newport. It is to be considered an addendum to
the FY 06-09 contract dated 7-11-07.

1. The City has agreed to immediately establish a new Labor Equipment Operator position in the Street and Sidewalk Division. David Yergeau will be placed in that position.
2. The Union has agreed to withdraw all outstanding grievances and Unfair Labor Practice Charges pending as of the date of the execution of this memorandum.
3. Both the City and the Union agree to continue to have dialogue on outsourcing.

Cordially,

Joseph J. Nicholson, Jr.
City Solicitor

AGREED AND ACCEPTED:

Stephen C. Waluk
Mayor, City of Newport

Allen Lama, President
Local 911, Council 94
AFSCME, AFL-CIO



Fax: 401-847-1074

CITY OF NEWPORT
OFFICE OF THE CITY SOLICITOR

43 Broadway, Newport, RI 02840

Joseph J. Nicholson, Jr. - City Solicitor

jnicholson@cityofnewport.com

401-845-5423

Christopher J. Behan

Asst. Solicitor 401-845-5422

cbehan@cityofnewport.com

Colleen Hastings

Asst. Solicitor 401-849-9950

38 Bellevue Avenue, Newport, RI 02740

February 28, 2007

Allen Lama, President
Local 911, RI Council 94
c/o Water Department
City of Newport, RI 02840

Re: CBA FY04-05 - AFSCME C-94, Local 911

Dear Allen:

For the 2004-2005 fiscal year, your membership shall receive effective July 1, 2004, a salary increase of 3.5%.

All other terms of the 02-04 contract shall continue in full force and effect for that year's salary.

Cordially,

Joseph J. Nicholson, Jr.
City Solicitor

AGREED AND ACCEPTED:

Mayor, City of Newport

Allen Lama, President
Local 911, Council 94
AFSCME, AFL-CIO



CITY OF NEWPORT
OFFICE OF THE CITY SOLICITOR

43 Broadway, Newport, RI 02840
Joseph J. Nicholson, Jr. - City Solicitor
jnicholson@cityofnewport.com
401-845-5423

Christopher J. Behan
Asst. Solicitor 401-845-5422
cbehan@cityofnewport.com

Fax: 401-847-1074

Coleen Hastings
Asst. Solicitor 401-849-9950
38 Bellevue Avenue, Newport, RI 02740

February 28, 2007

Allen Lama, President
Local 911, RI Council 94
c/o Water Department
City of Newport, RI 02840

Re: CBA FY05-06 - AFSCME C-94, Local 911

Dear Allen:

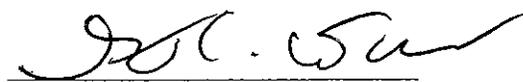
For the 2005-2006 fiscal year, your membership shall receive effective July 1, 2005, a salary increase of 3.5%.

All other terms of the 02-04 contract shall continue in full force and effect for that year's salary.

Cordially,

Joseph J. Nicholson, Jr.
City Solicitor

AGREED AND ACCEPTED:



Mayor, City of Newport



Allen Lama, President
Local 911, Council 94
AFSCME, AFL-CIO

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
Utilities Division, Water Department
To The Public Utilities Commission's
Data Requests
Set 1**

Comm. 1-17: Will Newport Water agree to file any future general/abbreviated rate filings no later than nine months prior to the effective dates of the rate changes proposed as part of the five-year plan?

Response: Newport will agree to use its best efforts to file any future general/abbreviated rate filings no later than nine months prior to the effective dates of the rate changes proposed as part of the five-year plan.

Prepared by: Julia Fogue

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4243
Response Of The City Of Newport,
Utilities Division, Water Department
To The Public Utilities Commission's
Data Requests
Set 1**

CERTIFICATION

I hereby certify that on June 14, 2011, I sent by electronic mail a copy of the within to Service List herein below, and mailed one original and nine copies to Luly Massaro, Clerk, Rhode Island Public Utilities Commission.

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