

# COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN  
THE

NARRAGANSETT BAY COMMISSION

AND

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL

ON BEHALF OF

PUBLIC SERVICE EMPLOYEES'  
LOCAL UNION 1033

OF THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
AFL-CIO

FOR THE TERM  
JULY 1, 2022 THROUGH JUNE 30, 2025

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## INTRODUCTION

This Agreement is entered into as of the 1<sup>st</sup> day of July 2022 by and between the Narragansett Bay Commission (hereinafter referred to as "NBC" or "Employer") and Rhode Island Laborers' District Council on behalf of Public Service Employees' Local Union 1033 of the Laborers' International Union of North America AFL-CIO (hereinafter referred to as "Union" or "Local Union 1033").

Rates of compensation, benefits, hours of work and other terms and conditions of employment are set forth herein.

The NBC and Union encourage harmonious relations and peaceful procedures for the resolution of differences.

Delivery of services to the public in the most efficient, economical, effective, productive and safe manner is of paramount importance to the NBC and Union.

## ARTICLE 1 RECOGNITION

1.1 The NBC recognizes Local Union 1033 as the sole and exclusive bargaining agent for all employees within the unit certified by the Rhode Island State Labor Relations Board in representation case numbered and docketed as EE-3315, excepting those employees as may be lawfully excluded from the bargaining unit.

1.2 The NBC agrees that it will not discharge or discriminate against a member of the bargaining unit as a result of membership or lawful activity in or on behalf of the Union. The NBC and the Union further agree that there will be no discrimination against any employee for declining membership or refraining from engaging in any activities of the Union protected by the *Rhode Island State Labor Relations Act*. The NBC and the Union agree that they will continue policies of non-

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discrimination on the basis of an individual's race, color, creed, national origin, disability, religious affiliation, gender, age, sexual orientation or preference, or any other bases of prohibited discrimination. All references to an employee covered by this Agreement as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

1.3 Nothing contained herein shall be construed or interpreted so as to prevent compliance with any obligation imposed by the *Americans with Disabilities Act of 1990 and any amendments thereto*.

1.4 The NBC and Union agree to maintain joint participation in NBC's Affirmative Action Advisory Committee in accordance with existing practices.

## ARTICLE 2 MANAGEMENT RIGHTS

2.1 Except to the extent that there is contained in this Agreement express and specific terms and provisions to the contrary, all of the authority, power, rights, jurisdiction and responsibilities of the NBC to manage, direct and supervise its operations and affairs are retained by and reserved exclusively to it, including but not limited to: the right to direct, hire, layoff, promote, transfer and assign employees, including without limitation, determining work to be performed, scheduling work, shifts and hours, promoting employees, and establishing and maintaining standards for quality of work; to suspend, demote, discharge or otherwise discipline employees for just cause, or to relieve employees from duties because of lack of work or for other economic or operational reasons; to maintain the efficiencies of the operations and to determine the methods, means, processes and personnel by which such operations are to be conducted, including without limitation, the right to subcontract or privatize. The

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Employer has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations or any of the rights in this Article do not conflict with the terms and conditions of this Agreement and applicable law.

No provision of this Agreement shall be applied or construed to limit, impede, or abridge any of NBC's statutory authority or obligations.

### ARTICLE 3 DUES AND SERVICE FEES DEDUCTION

3.1 Consistent with Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., United States Supreme Court – Decided June 27, 2018, upon written authorization of any employee covered by this agreement, NBC shall deduct from the employee's salary his Union dues, service charges, or service fees on a bi-weekly basis and shall remit to the Union the amount deducted, together with a list of the members who have had payments deducted. Membership dues, service charges, or service fees shall be established in an amount determined by the Union. The NBC shall give written notice to the Union of those employees within the bargaining unit who become eligible for membership in the Union. The Union shall indemnify, defend and hold harmless the NBC and its officials, representatives, and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the NBC in compliance with the provisions of this Article.

### ARTICLE 4 SCHEDULE AND HOURS OF WORK

4.1 It is agreed that there shall be two (2) basic work weeks as follows:

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1. A thirty-five (35) hour work week, consisting of five (5) consecutive days Monday through Friday of seven (7) consecutive hours exclusive of unpaid lunch period.

2. A forty (40) hour work week, consisting of (5) consecutive days of eight (8) consecutive hours.

Notwithstanding Sections 1 and 2 above, it is recognized that various other work schedules exist, which are peculiar to and appropriate for certain positions and which are acknowledged by the NBC and the Union to be consistent with the terms of this Agreement. Positions are hereby assigned to a work week in accordance with Schedule A.

4.2 Employees shall be granted a fifteen (15) minute break during the first and second halves of each workday. All employees shall be granted a meal period of not less than one-half (1/2) hour duration nor more than one (1) hour duration during each workday to be determined by the workday and schedule that applies. [Seven (7) hour work day, one (1) hour meal period; eight (8) hour workday, one-half (1/2) hour meal period.] It is expressly understood that the NBC retains the right to regulate and schedule the break periods established herein.

4.3 At the NBC's discretion, but subject to its statutory bargaining obligation, the schedule for work by shifts and hours may be changed to accommodate the NBC's statutory dictates, to enhance its efficiency or to maximize the delivery of services to the public.

4.4 Shift hours, upon being scheduled, will be posted.

4.5 When an employee is authorized and directed in writing by the NBC to work in a higher classification for a period of more than three (3) consecutive working

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days, that employee shall receive the lowest salary rate for that classification which provides a pay increase, retroactive to the first day of such assignment. Written authorization and direction to work in a higher classification shall be given to the employee within twenty-four (24) hours of the assignment.

#### 4.6 Call-In for Late Arrival

1. All NBC employees in the Operations Division at either Field's Point or Bucklin Point are required to notify the on-duty supervisor at least one (1) hour in advance of the shift if they will be late or he will be placed on leave without pay (LWOP) for the length of the tardiness.
2. Any other NBC employee is required to notify his supervisor or his designee at least one-half (1/2) hour before the start of his workday or he will be placed on leave without pay (LWOP) for the length of the tardiness.
3. Any employee who reports to work after the start of the workday without prior notification of his supervisor may not use vacation, sick or personal time to cover the time lost. However, those employees that do provide proper notice as set forth above may use personal time to cover the time lost.
4. Notwithstanding the above, the NBC recognizes that from time to time, circumstances arise which may make compliance with the notice provisions outlined in Sections 1 and 2 above impossible. In such cases, the NBC may excuse compliance with said notice provisions.

### ARTICLE 5 SALARY AND WAGE SCHEDULE

The salary and wages of the employees shall be in accordance with Schedules B, C, and D attached hereto and made a part hereof.

The Union and its employees in the bargaining unit do hereby authorize NBC to implement direct deposit or pay cards to compensate employees for their wages or salaries. Each employee in the bargaining unit shall provide a written or electronic request to NBC to make payment of wages or salary by sending to a financial

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organization, designated by the employee, a check or credit to the checking account or payroll card of the employee or for deposit in the savings account of the employee or for the purchase of shares for the employee [R.I.G.L. 28-14-10.1(a)].

Effective the first full pay period after July 1, 2022, all bargaining unit classifications shall receive a two and one-half percent (2.50%) increase which is reflected in Schedule B.

Effective the first full pay period after July 1, 2023, all bargaining unit classifications shall receive a two and one-half percent (2.50%) increase which is reflected in Schedule C.

Effective the first full pay period after July 1, 2024, all bargaining unit classifications shall receive a three percent (3.00%) increase which is reflected in Schedule D.

All employees represented by Local Union 1033 who are eligible for additional steps in the wage schedule will receive it in the first full pay period after July 1 of subsequent years.

Employees hired or promoted between July and December will be eligible for a step increase the subsequent July. Employees hired between January and June will be eligible for the cost of living adjustment only, if applicable, in July.

5.1 Advancement Incentive and Stipend – The NBC agrees to pay a stipend on a one-time only basis during the course of this Agreement in the amount of five hundred (\$500) dollars payable within thirty (30) days of NBC's receipt of proof that an employee has obtained a level of certification beyond that required by his current job classification after the employee's date of hire. There shall be no pyramiding of this benefit. In addition to paying the aforementioned stipend, the NBC shall also upgrade

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an Operator I to Operator II when he obtains an Operator II license and provides said proof within thirty (30) days of receipt of such proof.

ARTICLE 6  
SHIFT DIFFERENTIAL

6.1 All employees who are regularly assigned to a work shift that commences at or after 3:00 p.m. and prior to 7:00 a.m. shall receive an additional two dollars (\$2.00) to their regular hourly rate commencing the first full pay period in July 2022.

ARTICLE 7  
OVERTIME

7.1 It is agreed that when it becomes necessary for the efficient conduct of the operations, affairs and business of the NBC, it may direct or authorize overtime work opportunities.

7.2 Overtime work opportunities shall be defined as the required performance of work in excess of the established work week.

7.3 Time and one-half shall be paid for all hours worked or paid for in excess of the employees' standard work week (35/40 hours) excepting sick leave or leave without pay; and each instance shall not be dependent on any other instance, and there shall be no duplication or pyramiding of overtime.

7.4 Overtime work opportunities shall be distributed fairly and equitably among eligible employees capable to perform the work in their respective divisions and classifications. These records will be furnished to the Union upon written request. NBC shall maintain records of the distribution of overtime opportunities and overtime payments in accordance with the law.

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7.5 In any given pay period in the event that an employee discharges any sick leave, either with pay or without pay, he shall be permitted to work overtime only after he has worked his full thirty-five (35) or forty (40) hours, whichever is appropriate. Should an employee, who has discharged sick leave as stated above, accept work opportunities beyond the employee's regularly assigned hours of work, said employee shall receive straight time wages until he has worked a full work week. Should an employee, who has discharged sick leave as stated above, be directed by the NBC to work hours beyond the employee's regularly assigned hours of work, he shall receive overtime wages.

Overtime, for purposes of this Section, shall mean the performance of hours of work in any work week which are in excess of an employee's established work week schedule, or when requested by the employer. Hours which are paid for but not actually worked, except planned vacation days, personal days, jury duty, and leave for death in the employee's immediate family shall not be counted as hours worked nor shall they otherwise be used in computing overtime compensation.

Notwithstanding other subsections of this Section, an employee who is granted leave with or without pay for the purpose of fulfilling a military obligation shall be eligible to perform overtime work.

7.6 A member of Local Union 1033 may perform bargaining unit work of the other bargaining unit consistent with current practices. Prior to implementing this provision, NBC will first exhaust offering overtime opportunities to the bargaining unit members within the appropriate section before offering it to the members of the other bargaining unit within the appropriate section. If there is no employee from within the

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appropriate section of either bargaining unit available, then NBC may assign the work to a non-union employee.

7.7 By September 5<sup>th</sup> of each year, NBC shall notify all qualified NBC Operations field employees to sign up to be included and commit to work after-hours snow management duties. Opportunities to work said after-hours snow management duties shall be rotated among qualified individuals from each bargaining unit who elect to be included in a primary list or secondary list from each of the Local Union 1033 and Council 94 AFSCME bargaining units.

The primary list will include qualified employees who have committed to responding to all calls for overtime snow management duties throughout the upcoming snowfall seasons, barring unforeseen exigent and overriding conditions restricting their ability to respond. The secondary list will include qualified employees who are willing to provide additional staffing support, as needed, throughout the snowfall seasons.

Prior to the start of each autumn snowfall season, but in no event later than September 15<sup>th</sup>, all interested and qualified employees must provide valid copies of the appropriate licenses required to perform the associated snow management duties.

Upon written request by either NBC or the Union, they shall meet and confer periodically during the snowfall seasons to address issues related to the implementation of this section.

7.8 Employees who are called in to report for emergency work after having left their place of employment and outside their regular scheduled work hours shall receive not less than four (4) hours pay at their overtime rate.

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## ARTICLE 8 HOLIDAYS

8.1 The following days are recognized and shall be listed as official holidays: New Year's Day; Birthday of Martin Luther King, Jr.; Presidents' Day; Memorial Day; Independence Day; Victory Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Christmas Day; any day which the Governor shall appoint as a holiday; any day which shall hereafter be appointed by the General Assembly to be a holiday. In the event any of the above referenced holidays is eliminated by any lawful authority, the parties shall meet and confer to discuss the impact of same.

8.2 Unless required to work pursuant to provisions of Section 8.4, an employee shall be entitled to time off at his regular rate of pay for the holidays specified above. When such holidays fall on his regularly scheduled work day, he shall be credited with the number of hours in his official work schedule for the day.

8.3 An eligible employee who is not required to work on a day observed as a holiday under this Article shall receive his ordinary straight time rate of pay for that day and no additional compensation.

8.4 Whenever an eligible employee is required to work on a day observed as a holiday under this Article, he shall receive his ordinary straight time pay for that day and time and one-half his straight time pay for each hour actually worked.

Whenever an eligible employee is required to work on Saturday or Sunday when a recognized holiday set forth in this Article falls on a Saturday or Sunday, he shall receive his ordinary straight time rate of pay for that day, and time and one-half of his straight time pay for each hour actually worked; provided, however, that should that employee also be scheduled and required to work on the preceding Friday or following

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Monday, which is the observed holiday pursuant to the attached Schedule E, he will be compensated his ordinary straight time pay for that day.

If an employee requests the Saturday or Sunday holiday off, he may be granted time off in accordance with governing provisions of this Agreement. This time off shall be paid as Holiday Time. Should the employee then work Friday or Monday, the observed holiday, he shall receive straight-time pay.

8.5 If a holiday falls on a regularly scheduled work day within an employee's vacation period, the employee shall not be charged annual leave for his absence on that date.

8.6 Notwithstanding any other provision of this Agreement, an employee who uses sick leave either the workday before or the workday after a holiday listed in this Article, may, in the discretion of the NBC, be required to produce sufficient medical documentation, at his expense, verifying the illness claimed and inability to work in order to be eligible to receive holiday pay; provided, however, that the individual employee has been given notice of the requirement prior to the holiday.

NBC and the Union understand and agree that this Section 8.6 shall apply as follows: Should an employee call in sick or attempt to use sick leave on either his workday scheduled before or after a holiday listed in Section 8.1, then such an employee shall receive verbal or written notice of the requirement to produce sufficient medical documentation, at his expense, verifying the illness claimed and inability to work on any future claim for sick leave within the ensuing year for either the scheduled workday before or scheduled workday after a holiday. This provision shall not be applied to employees who discharge multiple days of sick leave which are inclusive of the day before or day after a holiday and who have provided sufficient medical

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documentation related thereto. Nothing herein shall be construed to limit, restrict, or abridge any of NBC's other rights to police and monitor the use of sick leave in accordance with any other provision of this Agreement.

#### ARTICLE 9 SPECIAL TIME OFF

9.1 Whenever it appears desirable, in the best interests of the NBC and its employees to allow collective absence from duty, the NBC may authorize employees to be excused at a stated time, providing that enough employees remain on duty to carry on crucial work. Employees who are required to work when other employees are so excused shall be paid their regular rate of pay. In addition, those employees shall receive time and one-half for each hour worked.

9.2 Each bargaining unit employee shall be granted a maximum of two (2) hours annually to attend an authorized Union social event on the condition that: (1) the Union seeks and obtains advance written approval from NBC's Labor Relations Representative thirty (30) days before the social event, and (2) the employee and Union submit evidence satisfactory to NBC that the employee attended the event.

#### ARTICLE 10 SENIORITY, SHIFT ASSIGNMENTS, POSTING AND FILLING OF VACANCIES, LAYOFFS, RECALLS AND PROBATIONARY EMPLOYEES

10.1 The NBC and the Union recognize that seniority, as defined in this Article shall apply for the purposes of selecting shift preferences, days off, vacation time, vacation accrual, holiday leave, layoffs and recall within a classification.

10.2 The parties agree to recognize seniority as defined in the following manner:

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- a) **Primary Seniority** – Length of service within a classification.
- b) **Secondary Seniority** – Length of service in which an employee has worked in the next lower-rated classification hierarchy.
- c) **Total Seniority** – Length of service as an NBC employee, inclusive of service as an employee of the State of Rhode Island before July 1, 1999 and service as an employee of the City of Providence before May 1, 1982. Any NBC employee hired on or after July 1, 1999, shall not have any prior service with the State of Rhode Island or the City of Providence included as part of total seniority.

10.3 The NBC shall maintain a seniority list of employees by classification which shall be forwarded to the Union office semi-annually and which shall include the employees' names, addresses and telephone numbers, if authorized by employees.

10.4 Shift assignments shall be posted and awarded to the employee with the most primary seniority.

10.5 This Section shall apply to filling vacancies in bargaining unit positions which NBC determines to fill. Upon declaration of a vacancy by NBC, notice of the vacancy shall be posted on the Union bulletin boards for a period of ten (10) days. Any employee may submit a bid for the vacancy to the Human Resources Manager, in writing, during the posting period.

10.6 In filling any vacancy, it is agreed and recognized that consideration shall be given by NBC to ability, qualifications and seniority, as well as the performance history, attendance, and punctuality.

Where ability and qualifications are adjudged relatively equal by NBC between or among bidders for a vacancy, seniority shall govern.

NBC shall give due consideration to filling vacancies from employees within the bargaining unit through the application of this Section; provided, however, if no

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employees qualified for the posted job submit bids for the job, NBC may fill the job from any source.

Any disagreement regarding the application of this Section shall constitute a grievance and be processed in accordance with the grievance and arbitration provisions of this Agreement.

10.7 In the event of lay-off, employees shall be laid off in the inverse order of seniority. A two-week notice of lay-off shall be given to the employees so affected.

10.8 In the event of recall, which is limited to a three (3) year period, the order of layoff described above shall be reversed; however, two (2) weeks recall notice shall not be required. An employee separated from NBC's payroll by virtue of layoff or reduction in force shall at all times during the recall period, keep NBC apprised of his current address and telephone numbers.

10.9 A probationary period shall not be required in the event of demotion.

10.10 An employee's accrual of seniority shall be terminated and seniority rights forfeited during the following breaks in service:

- a) Discharge, quit, retirement, or resignation;
- b) Failure to give notice of intent to return to work after a recall within ten (10) days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall absent extenuating circumstances;
- c) Failure to notify NBC of his absence from work within three (3) working days unless extenuating circumstances prohibit such notice;
- d) Failure to renew a leave of absence;
- e) Engaging in other work without authorization while on leave of absence;
- f) Layoff for a period of thirty-six (36) consecutive months or for a period equal to the employee's seniority, whichever is less.

10.11 Any newly hired member of the bargaining unit shall serve a six (6) month probationary period, commencing on the first day of employment. The six (6) month

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probationary period shall mean one hundred thirty (130) days actually worked in a classification. During said employment period, a probationary employee may be terminated for any reason, in the sole and exclusive discretion of the NBC, and shall have no redress through the grievance procedure.

10.12 An employee who is promoted shall serve a trial period up to one hundred thirty (130) actual working days during which time the NBC shall assess his ability to perform the duties of the position. If, in NBC's judgment, the employee is removed from the position at any time during the trial period, he shall be reinstated to his previous position.

10.13 Newly hired probationary employees shall not accrue vacation leave or seniority until the successful completion of the probationary period, at which point such entitlements shall accrue retroactive to the first date of employment. A probationary employee shall accrue and may discharge sick leave in accordance with the provisions of Article 12.

10.14 Other than those conditions stated in this Article, any and all rights and benefits provided by this Agreement shall apply to newly hired probationary employees, unless the parties agree otherwise.

#### ARTICLE 11 VACATIONS

11.1 Effective the first pay period each calendar year, employees shall be credited with vacation hours in accordance with the following schedule. Said hours shall not be subject to accrual and shall be designated as "Up Front Hours." The balance of an employee's vacation entitlement shall be subject to accrual in accordance

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with the following schedule. All vacation hours subject to accrual shall be accrued according to the following formula:

#### SCHEDULE

YEARS OF SERVICE	UPFRONT HOURS		HOURS SUBJECT TO ACCRUAL		TOTAL HOURS	
	35 hrs.	40 hrs.	35 hrs.	40 hrs.	35 hrs.	40 hrs.
At least 6 months but not more than 5 years	14	16	56	64	70	80
At least 5 years but not more than 10 years	28	32	77	88	105	120
At least 10 years but not more than 15 years	28	32	98	112	126	144
At least 15 years but not more than 20 years	28	32	112	128	140	160
At least 20 years but not more than 25 years	63	72	119	136	182	208
Twenty-five years or more	77	88	119	136	196	224

#### SCHEDULE OF ACCRUAL

HOURS SUBJECT TO ACCRUAL		RATE
<u>35 Hours</u>	<u>40 Hours</u>	
56	64	.0308
77	88	.0423
98	112	.0538
112	128	.0615
119	136	.0654

“Up Front Hours” shall be indicated on the employee’s payroll stub. The employee’s balance of vacation entitlement shall be indicated by a separate entry on his payroll stub. Probationary employees shall not be able to discharge earned vacation for a period of six (6) months.

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11.2 In the event that an employee's work week schedule is changed from a standard forty (40) hour work week to a standard thirty-five (35) hour work week or in the event that an employee's work week is changed from a standard thirty-five (35) hour work week to a standard forty (40) hour work week, his accrued hours shall not be adjusted to reflect an equivalent number of days' vacation in the new work week schedule. For example: If any employee is entitled to a total of fifteen (15) days' vacation and is assigned to work a standard forty (40) hour work week and is changed to a standard thirty-five (35) hour work week, the hours accrued pursuant to the formula for a standard forty (40) hour work week shall not be reduced to reflect an equivalent of seven (7) hour days' vacation that would have been accrued in a standard thirty-five (35) hour work week schedule. Conversely, if an employee assigned to a thirty-five (35) hour work week is changed to a standard forty (40) hour work week, his accrued vacation hours shall not be increased to reflect an equivalent number of eight (8) hour days' vacation that would have been accrued.

11.3 When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation time equal to his vacation credits, such employee or his estate shall, on such termination, be entitled to receive full pay for each hour of vacation to his credit as of the date of termination.

11.4 Vacation leave assignments shall be made in a fair and equitable manner. Each employee shall be allowed to take at least two (2) consecutive weeks (i.e. 70 hours for 35-hour employees or 80 hours for 40-hour employees) of vacation during the calendar year. The time of said vacation shall be with the approval of the immediate supervisor. Such approval will not be unreasonably withheld. Should a question arise

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between the employees as to when their vacation will be taken, the senior employee shall have preference.

11.5 Employees shall be allowed to carry over from one year to another not more than the vacation time accrued and credited in one year.

11.6 The NBC shall retain the final right to approve or deny all employee vacation leave requests. During the period of March 1 through March 31 of each calendar year, an employee may submit to his section manager, in writing, the vacation dates the employee desires to schedule for the period beginning May 1 and ending September 30. Another open request period will be made available beginning September 1 to September 30 for vacation dates the employee desires to schedule for the period beginning November 1 and ending January 31. The appropriate manager will approve or deny such request in writing not later than April 20 and October 21 of that calendar year. If during the open request periods two (2) or more employees request the same vacation date(s) and the NBC determines to approve some but not all vacation requests, the request of the senior employee shall be honored. Vacation scheduling requests received after the open request period shall be approved or denied by seniority by 3:00 p.m. on the Friday of the preceding week or within ten (10) days of submission, whichever is earlier.

#### ARTICLE 12 SICK LEAVE

12.1 Sick leave with pay shall be granted to employees covered by this Agreement subject to the conditions set forth in this Article. Sick leave will be authorized for a medically necessary absence from duty because of an inability to work caused by non-work related illness, injury or exposure to contagious disease.

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In circumstances in which an employee's spouse, child or parent is ill, the employee may be granted sick leave, in accordance with NBC rules and regulations, if attendance upon said employee's spouse, child or parent is necessary. To be eligible to discharge family sick leave under Article 12, the employee may be required to submit a Family Health Care Provider Certificate on a form mutually agreed to by NBC and the Union substantiating the necessity for attendance upon such ill spouse, child or parent. Sick leave may be granted for less than a full day.

Employees incurring illness or injury arising out of the course of their employment may discharge sick leave during the waiting period before monetary statutory benefits commence.

12.2 Sick leave will not be allowed unless notification of illness or injury is reported in accordance with the following procedure:

A. CALL-IN FOR SICK LEAVE

- 1) All NBC employees in the Operations Division at either Field's Point or Bucklin Point are required to notify the on-duty supervisor at least one (1) hour in advance of the shift or he will be placed on unauthorized, unpaid leave for one (1) hour.
- 2) Any other NBC employee is required to notify his supervisor or his designee at least one-half (1/2) hour before the start of his workday or he will be placed on unauthorized, unpaid leave for one-half (1/2) hour.
- 3) Any employee who reports to work after the start of his workday without prior notification of his supervisor may not use vacation, sick, or personal time to cover the time lost.

B. TELEPHONE REQUEST

- 1) When requesting sick leave, an employee is required to speak to his supervisor.
- 2) If the supervisor is not available, the employee shall leave a message on the NBC voice mail system. The employee requesting the sick leave shall specify that he is requesting sick leave and

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should leave a phone number where he can be contacted by the supervisor.

- 3) The employee shall make the sick leave request himself.
- 4) If an employee fails to telephone a request for sick leave for a particular shift, he will be placed on unauthorized, unpaid leave (AWOL) for that shift and may be subject to appropriate discipline.
- 5) For each day he is sick, the employee must telephone to request sick leave for that day unless appropriate medical documentation is submitted to the Office of Human Resources.

#### C. OTHER SICK LEAVE REQUIREMENTS

Any employee who discharges six (6) or more sick leave days in any six (6) month period for any reason; or discharges five (5) days of sick for the same reason (self or family) in any six (6) month period; or who has discharged sick leave in a pattern indicative of suspected abuse or impropriety, shall be notified by NBC and required to submit a Health Care Provider Certificate or other satisfactory evidence to NBC to justify any subsequent request to discharge sick leave for a period of one hundred eighty (180) days. Notwithstanding the foregoing, when an employee discharges sick leave and provides NBC with appropriate and sufficient documentation to justify said use of sick leave, NBC will not count said sick leave usage in the six (6) day and five (5) day time periods referenced above. Any such certificate must be signed by the employee's duly licensed health care provider or eligible family members' duly licensed health care provider, and may be on a Health Care Provider Certificate, and shall include confirmation of the employee's functional impairment to perform his regular duties and responsibilities or the necessity to attend to the eligible family member. NBC reserves the right to require any employee to undergo an independent medical evaluation (IME) by a physician which NBC selects from the Workers' Compensation Court's approved list of IME physicians. The IME physician shall certify the referred employee's functional impairment or his ability to perform his regular duties and responsibilities. NBC shall schedule and pay for any IME to the extent it is not fully covered by the employee's health insurance provided herein. An employee attending an IME shall be granted administrative leave, unless the IME is scheduled while he is discharging sick leave. Should a health care provider's certificate be insufficient in content, NBC may, at its option, require the employee to undergo an IME. An insufficient health care provider's certificate shall not be cause to place an employee on unauthorized, unpaid leave. Should an employee fail to provide the certificate or evidence specified herein, within a reasonable time period set by NBC, or attend a scheduled IME, then he shall be placed on unauthorized, unpaid leave and shall be subject to discipline up to and including discharge.

An employee afflicted with a singular illness or injury, necessitating an absence of five (5) or more consecutive days, may, in NBC's discretion, be exempted from the mandates of this Section by submitting a written request to NBC's Labor Relations Representative accompanied by a healthcare provider certificate and/or any other

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documents reasonably requested by NBC. NBC shall not unreasonably deny any such employee request.

#### D. EXCEPTIONS

The NBC recognizes that from time-to-time, situations arise such as documentable emergencies and there will be a need for an employee to request a deviation from this policy. Each such request shall be considered on its merits on a case-by-case basis and will be approved or denied by the Executive Director or his designee.

12.3 Employees whose basic work week is thirty-five (35) hours shall accrue four (4) hours for each bi-weekly period of service; employees whose basic work week is forty (40) hours shall accrue five (5) hours for each bi-weekly period of service.

12.4 The Union and employees acknowledge and agree that regular and predictable attendance are indispensable and essential functions of each bargaining unit position. Willful violation of any of the sick leave provisions contained herein or the willful making of a false claim for sick leave shall subject the employee chargeable therewith to disciplinary action. The employees are aware that if reasonable grounds exist to suspect a misuse of sick leave, they may be subject to surveillance during their scheduled working hours.

12.5 When the total accumulation shall amount to 1050 hours (150 days) for an employee assigned to a thirty-five (35) hour work schedule and 1200 hours (150 days) for an employee assigned to a forty (40) hour work schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.

12.6A When the service of an employee shall be terminated by retirement (mandatory, voluntary or involuntary), or death, such employee or his estate shall be entitled to receive fifty percent (50%) of full pay for each hour of accrued sick leave up to seven hundred (700) hours for a thirty-five (35) hour work schedule and eight

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hundred (800) hours for a forty (40) hour work schedule, and seventy-five percent (75%) of full pay for each hour accrued over seven hundred (700) hours for a thirty-five (35) hour work schedule and eight hundred (800) hours for a forty (40) hour work schedule, in his credit as of the date of termination.

12.6B On an annual basis the sick leave bonus period will begin at the start of the first pay period in November and end in the last pay period of October the following year, if a non-probationary employee discharges a limited amount of sick leave and has no leave without pay, he shall be eligible to receive a cash bonus as follows:

<u>Hours Used</u> <u>35-Hour Employee</u>	<u>Hours Used</u> <u>40-Hour Employee</u>	<u>Cash</u> <u>Bonus</u>
0 – 21	0 – 24	\$200
21.1 – 35	24.1 – 40	\$150
35.1 – 49	40.1 – 56	\$100
49.1 – over	56.1 – over	-0-

12.7 Whenever an employee shall be absent from his duties and receiving compensation as provided in the Workers' Compensation Law, he shall be granted sick leave in an amount not to exceed his regular compensation. Deductions from accumulated credits shall be applied only to that part of his salary which is paid as an addition to Workers' Compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay. Provided, however, that if it shall be determined during the Workers' Compensation proceeding that the injury resulted from a physical assault arising out of the regular course of employment, the employee's leave shall not be reduced for the first twenty-six (26) weeks of the disability arising from such an assault. During the twenty-seventh (27<sup>th</sup>) week and thereafter for the duration

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of the employee's disability, deductions from accumulated credit shall be applied as indicated above.

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

- A. At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- B. It is agreed that pregnant employees, who have exhausted their sick leave accruals or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the NBC of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three (3) months and may be extended by mutual consent for an additional nine (9) months, but for no more than twelve (12) months. Subject to medical approval and certification, an employee may return to work at her option any time following childbirth.
- C. A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties and her continuance at work does not deprive her fellow employees of their contractual rights.

12.9 Any employee whose employment requires exposure to occupational hazards shall be granted special sick leave credits not to exceed one hundred twenty (120) hours in a calendar year. Such sick leave credits shall be available and sick leave granted upon written recommendation by the Executive Director that it has been determined by blood tests or other approved methods and supported by a statement from a qualified physician that the health of the employee required such sick leave to permit recuperation from exposure to such occupational hazards.

12.10 Sick Leave Bank – The Union and the NBC agree to the establishment of an Employee Sick Leave Bank ("ESLB"), subject to the terms and conditions set forth herein and such rules and regulations as may be promulgated by the ESLB Committee.

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The purpose of the ESLB is to generate a pool of employee-donated sick leave which may be used to compensate eligible employees afflicted with a major or catastrophic illness or injury (which is not compensable or covered under the Rhode Island Workers' Compensation Act) and who have exhausted all accrued and accumulated sick leave under Section 12.5 of this Article and all other forms of paid leave which may be accumulated under this Agreement.

The ESLB shall be funded with contributions of an employee from his accumulated sick leave. Employee contributions of sick leave are voluntary, but if made, shall be in an initial minimum amount of five (5) days to join the ESLB and two and one-half (2½) days per annual contribution period.

An employee's election to contribute to the ESLB must be expressed in writing on a form provided by NBC. An employee with less than twelve (12) accumulated days of sick leave shall not be permitted to donate to the ESLB under any circumstances. Employee sick leave contributions to the ESLB shall be made annually during the contribution period commencing December 1 and ending December 31. Adjustments to sick leave balances will be made during the first pay period in the subsequent calendar year. All employee sick leave contributions to the ESLB are irrevocable and without any reversionary rights in the donor-employee.

The ESLB shall be governed and administered by a four (4) member ESLB Committee consisting of two (2) designees of the Union, NBC's Executive Director or his designee and NBC's Labor Relations Representative who shall serve as a non-voting ex-officio member.

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The ESLB Committee shall use such data and criteria as it, in its sole discretion, deems necessary for the purpose of assessing and passing upon the merits of any application for sick leave benefits, including but not limited to:

- a) competent medical evidence from a board certified specialist in a relevant field of medicine related to the applicant's affliction, verifying the applicant's diagnosis, treatment, disability from conducting the regular duties and responsibilities of his employment and prognosis;
- b) prior utilization and exhaustion of all other sick leave benefits and all other forms of paid leave by the applicant pursuant to other Sections of this Article;
- c) the amount of sick leave days donated in the bank and available for all employees in the bargaining unit; and
- d) the number of applicants.

No employee shall be entitled to apply for or use sick leave benefits from the ESLB for the illness of anyone but the employee himself. No employee shall be entitled to apply for or use sick leave benefits from the ESLB unless he shall have contributed the initial minimum of five (5) days to join the ESLB and such other contribution requirements as the ESLB Committee may promulgate. No employee who is or has received Workers' Compensation benefits or benefits under the Temporary Disability Act shall be eligible to apply for or receive sick leave benefits from the ESLB. No employee may receive more than sixty (60) days of donated sick leave within five (5) calendar years, unless an extension is granted by the ESLB Committee. An employee discharging donated sick leave shall do so at his regular straight-time rate of pay.

Neither NBC nor the Union shall bear any obligation to replenish the depletion of the ESLB bank; provided, however, in the event of depletion, an employee with the

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requisite twelve (12) days minimum of accumulated sick leave may donate a portion of his excess accumulation to the ESLB.

Should the ESLB be abolished through collective bargaining, interest arbitration or otherwise, there shall be no payment or restitution of contributed sick leave to any employee. Any and all disputes of any nature arising out of the administration of the ESLB shall not be subject to the grievance and arbitration provisions of this Agreement, it being expressly understood and agreed that all decisions of the ESLB Committee shall be final and binding.

12.11 Light Duty – The parties recognize the desirability of light duty assignments as a means of returning injured bargaining unit employees to productive employment.

The Executive Director, or his designee, with the agreement of the Union, shall define and assign transitional employment for bargaining unit employees who have job-related injuries which prevent or limit performance of full job duties and responsibilities within the following parameters:

Based upon receipt of clearly defined medical verification subject to the terms herein, the parties hereto shall agree to modify the tasks of the injured employee including job tasks, hours, shift and/or work location, to provide transitional employment in order to accommodate the employee's injury, and consistent with the needs of the NBC.

If no transitional employment is available in the employee's classification, the employee may be offered work outside his classification on a limited basis with approval of the Union.

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The transitional employment for such employees shall be reviewed on a regular basis. The review interval shall be agreed upon by the Union, and the NBC's Executive Director and the employee. The transitional employment period shall not exceed six (6) months unless mutually agreed upon by the Union, the Executive Director and the employee, with supporting medical documentation. In addition, the employee shall submit medical documentation on a monthly basis to the NBC.

If the employee cannot return to this classification and/or assignment based upon medical verification after attaining maximum medical improvement, the NBC will attempt to assist the employee with employment, education, or training in accordance with Workers' Compensation laws and any applicable state law.

If the injury is not job-related and the employee requests to return to work, the Executive Director, upon receipt of medical verification that the injured employee can perform limited tasks in his classification, subject to the needs of the department, and with the agreement of the Union, may modify the tasks of the employee's normal assignment to enable the employee to return to work after utilization of the employee's sick leave. Any agreement or approval of the Union under this Section shall not be unreasonably withheld.

Any such transitional employee will not displace or otherwise adversely affect any bargaining unit member while participating in existing statutory rights or responsibilities, including those contained in Title 28 or 42-87 of the R.I.G.L. or in the *Americans with Disabilities Act of 1990 and any amendments thereto.*

12.12 To the extent it may be applicable, the Employer agrees to comply with governing state or federal medical leave legislation including the *Family and Medical*

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*Leave Act*, and the *Rhode Island Parental and Family Medical Leave Act*, as may be amended.

ARTICLE 13  
HEALTH AND DENTAL INSURANCES

13.1 Health and dental insurances for all employees in the bargaining unit shall be provided as follows.

NBC shall provide employees with the health care plan set forth in Schedule F which shall include an individual plan deductible of \$2000 and a family plan deductible of \$4000 and a Health Reimbursement Account (HRA).

The HRA shall be established each July 1 of this agreement and NBC commits to fund an amount up to \$1800 for an individual plan and an amount up to \$3600 for a family plan. Employees shall not be required to contribute toward their deductible until the aforesaid caps of \$1800 and \$3600 have been reached.

Employee premium co-sharing obligations for individual coverage are as follows:

Effective the first full pay period after July 1, 2022, employee co-sharing shall be the lesser of three and one-quarter percent (3.25%) of employee's base wages or twenty percent (20.00%) of premium.

Effective the first full pay period after July 1, 2023, employee co-sharing shall be the lesser of three and one-quarter percent (3.25%) of employee's base wages or twenty percent (20.00%) of premium.

Effective the first full pay period after July 1, 2024, employee co-sharing shall be the lesser of three and one-quarter percent (3.25%) of employee's base wages or twenty percent (20.00%) of premium.

Employee premium co-sharing obligations for family coverage are as follows:

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Effective the first full pay period after July 1, 2022, employee co-sharing shall be the lesser of eight and three-quarters percent (8.75%) of employee's base wages or twenty percent (20.00%) of premium.

Effective the first full pay period after July 1, 2023 employee co-sharing shall be the lesser of eight and three-quarters percent (8.75%) of employee's base wages or twenty percent (20.00%) of premium.

Effective the first full pay period after July 1, 2024 employee co-sharing shall be the lesser of eight and three-quarters percent (8.75%) of employee's base wages or twenty percent (20.00%) of premium.

Employees shall execute a payroll deduction authorization to satisfy the cost-sharing obligations under this Section. Employees may elect to pay their premium co-payments through payroll deduction on a pre-tax basis.

These coverages shall be individual or family as appropriate and as allowed under the rules of the provider.

Annual Wellness Incentives shall be paid in the amount of \$500 annually, provided employees satisfy the wellness criteria established by NBC.

13.2 NBC shall provide and bear the full cost of dental insurance for all employees in the bargaining unit, with an annual benefit of \$1200 per person/\$1200 lifetime orthodontia.

13.3 If an employee provides evidence of coverage with an alternative and substantially equivalent form of health insurance, and makes a voluntary written election to waive his right to health insurance on a form provided by NBC, he shall receive a stipend in lieu of coverage. The stipend in lieu of coverage shall not be included in base compensation for pension calculation, nor shall it be considered for purposes of

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calculating any other employee benefit. The stipend in lieu of coverage shall be limited to two thousand five hundred (\$2500) dollars per calendar year (i.e. January to December) and may be prorated based upon the number of pay periods in which the waiver is effective. Any employee electing to waive health insurance coverage may rescind the election in conformance with the benefit status changes outlined in IRC 1.125-4. Rescission must be in writing on a form provided by NBC.

13.4 If an employee makes a voluntary written election to waive his right to dental insurance on a form provided by NBC, he shall receive a stipend in lieu of coverage. The stipend in lieu of coverage shall not be included in base compensation for pension calculation, nor shall it be considered for purposes of calculating any other employee benefit. The stipend in lieu of coverage shall be one hundred ten (\$110) dollars per calendar year (i.e. January to December) and may be prorated based upon the number of pay periods in which the waiver is effective. Any employee electing to waive dental insurance coverage may rescind the election in conformance with the benefits status changes outlined in IRC 1.125-4. Rescission must be in writing on a form provided by NBC.

13.5 Notwithstanding any provision of this Article, after thirty (30) days notice to the Union, NBC shall have the right at any time to provide substantially equivalent group health or dental coverages under different plans than those referenced in Sections 13.1 and 13.2.

#### ARTICLE 14 RETIREMENT

14.1 Unless otherwise modified by mutual agreement of the parties, all employees employed by the NBC, will become members of the State Employees

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Retirement System, and will make contributions pursuant to the applicable statutes. Further, unless modified by mutual agreement of the parties, the NBC will not be obligated to contribute to any other pension system.

ARTICLE 15  
GROUP LIFE INSURANCE

15.1 Employees may participate in and purchase group life insurance coverage at an employee cost.

ARTICLE 16  
LEAVE WITHOUT PAY

16.1 It is agreed that upon written application, an employee may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability, or other purpose deemed proper and approved by NBC.

ARTICLE 17  
JURY LEAVE

17.1 Every employee covered by this Agreement who is required to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty his regular pay or his jury duty pay, whichever is the greater.

17.2 Every employee covered by this Agreement who is subpoenaed to appear in court on NBC business on a day off or during vacation, shall be compensated for the time expended. Any employee who expends time in accordance with this Section shall be paid at the rate of time and one-half. A minimum of four (4) hours shall be allocated to each employee, regardless of the time expended less than four (4) hours.

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ARTICLE 18  
MILITARY LEAVE

18.1 Every employee covered by this Agreement who has left or shall leave said position to enter the armed forces of the United States (Active, Reserve or National Guard) and who has been employed for one hundred eighty (180) or more calendar days within the twelve (12) months prior to entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position, commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

18.2 For the first sixty (60) calendar days of such involuntary absence, every such employee shall be paid by the NBC the same amount as he would have received had he not been absent from his position.

18.3 During the part of the period of leave described above for which the employee shall receive his salary, he shall also accrue such sick leave and annual leave credits as he would have accrued while working in said position during such period of sixty (60) days.

18.4 Employees on military leave shall be granted yearly salary increases when due in accordance with the conditions of eligibility outlined in these regulations.

18.5 At the conclusion of such military leave of absence, the employee shall be returned to his position, subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such

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returns may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

#### ARTICLE 19 MILITARY TRAINING LEAVE

19.1 Employees covered by this Agreement, who by reason of membership in the Reserve Forces of the United States or the National Guard, are required by the appropriate authorities to participate in training activities or in active duty as a part of the State military force or special duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he shall be granted leave without pay for this purpose.

19.2 During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.

19.3 Such training activities as defined in this Section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

#### ARTICLE 20 BULLETIN BOARDS – MILEAGE

20.1 The NBC agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted.

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20.2 Any employee authorized by the NBC to use his personal vehicle in carrying out his official duties shall be compensated at the standard mileage reimbursement rate for nongovernment owned vehicles issued by the Internal Revenue Service and General Services Administration, which rate is in effect at the time of an employee's use of said vehicle.

## ARTICLE 21 UNION REPRESENTATION

21.1 Designation of Union Representatives – The NBC shall be required to recognize any employee as a Union representative provided that the Union has informed the NBC, in writing, of the employee's name, department, and designation as a Union representative. Among the NBC employees within the bargaining unit, the Union may designate and the NBC will recognize not more than any two (2) representatives to serve as the Union's agents in grievance representation of employees; provided, however, that the NBC will recognize up to four (4) representatives for collective bargaining agreement negotiations.

21.2 Leave for Union Business – The NBC will pay properly designated Union representative(s) (but in no event more than two [2] representatives for a grievance and four [4] representatives for collective bargaining negotiations) at his straight-time rate of pay for scheduled work hours lost in attendance at meetings with the NBC pertinent to collective bargaining, grievance adjustment, or representing an employee at any step of the grievance procedure and arbitration. The NBC may refuse to grant leave under this Section if, in the judgment of the NBC, the employee's absence would adversely impact the operations of the employee's department or section. Provided, however, that when an employee intends to be absent because he will be serving as a representative at a

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grievance, arbitration or Unfair Labor Practice (ULP) hearings, he shall be required to notify his Section Head of his intended absence at least one (1) week prior to the scheduled arbitration or ULP hearing.

Properly designated and authorized officers or stewards of the Union, not to exceed six (6), shall be granted time off without loss of pay, not to exceed thirty (30) hours per fiscal year per officer or steward, for the purpose of attending meetings of Public Service Employees' Local Union 1033, the Rhode Island Laborers' District Council or the Laborers' International Union of North America. It is expressly understood and agreed that the Union shall provide to NBC's Labor Relations Representative at least three (3) days advance notice of the date of any such scheduled meeting.

## ARTICLE 22 DISCIPLINE

22.1 The NBC hereby agrees that no member of the bargaining unit shall be disciplined in any manner or form without just cause. Any contested disciplinary action shall be processed through the grievance and arbitration procedures set forth in this Agreement. Any reprimand will be conducted privately and in such a manner as to avoid embarrassment to the employee.

22.2 The NBC shall notify the Union's Business Manager in writing of the imposition of a form of discipline other than an oral reprimand. At any meeting at which the principal topic is the imposition of discipline, except for a counseling session, an employee will be informed of his right to Union representation. The NBC will honor any request in those circumstances.

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22.3 Prior to imposing discipline or termination, the NBC may place an employee on administrative leave for a period of three (3) days. The NBC shall provide the employee with notice of allegations of misconduct and afford the employee an opportunity to be heard. If required, the period of administrative leave may be extended to ten (10) days.

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

FORM OF DISCIPLINE	TIME PERIOD
Written Reprimand	18 months
Suspension	3 years from the final date of the suspension term

An employee's request for expungement will not be considered by the NBC unless it is submitted in writing to his immediate supervisor and a copy of that notice is contemporaneously delivered to the Labor Relations Representative.

22.5 An employee who has exhausted all forms of leave granted under this Agreement and who fails to report to work thereafter, may be discharged, provided just cause exists, with written notice to said employee at his last known email or USPS address, and with a contemporaneous copy to any representative of the Union.

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## ARTICLE 23 GRIEVANCE AND ARBITRATION PROCEDURES

### 23.1 Definition; Exemptions; Exclusivity

A grievance is a dispute between the employee (or the Union) and the NBC which involves the application, meaning or interpretation of the provisions of this Agreement; provided, however, that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this Article shall comprise the sole and exclusive dispute resolution process for a grievance.

### 23.2 Procedural Steps

Step 1 – Not later than five (5) days, excluding weekends and holidays, after the event giving rise to the grievance, or when the employee knows or with the exercise of reasonable diligence should have known of the event giving rise to the grievance, whichever is later, the employee (or the Union) must submit his grievance in writing to his section manager. The section manager or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the section manager or his designee not respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

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

23.3 Written Presentation – All grievances presented in accordance with the procedures set forth in Section 23.2 shall be signed by the aggrieved employee or a duly authorized Union representative. The signer of the grievance shall make a good

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faith and *bona fide* effort to state: the facts giving rise to the grievance; the provisions of the Agreement, if any, alleged to have been violated; the name(s) of the aggrieved employee(s); and remedy sought. The Labor Relations Representative or the Executive Director may request a meeting with the employee and his duly authorized Union representative.

23.4 Time Limitations – The time limitations set forth in Section 23.2 are the essence of this Agreement and the failure by an employee (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 23.2, the Employer and Union may extend them by mutual written agreement.

23.5 Submission to Arbitration – Any grievance as defined in Section 23.1 of this Article, that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, shall be submitted to arbitration by the Union serving the NBC with written demand for arbitration within ten (10) days, excluding weekends and holidays, after the response of the NBC is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the employee's and Union's right to demand arbitration.

23.6 Arbitrator Selection – The Union's demand for arbitration shall be submitted to the American Arbitration Association (AAA) with a request that it furnish to the Union and the NBC a list of qualified and impartial arbitrators. The arbitration process shall be governed by the AAA's Labor Arbitration rules in effect as of the date of the demand for arbitration.

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

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

23.9 Fees and Expenses of Arbitration – The fees of the AAA and the fees and expenses of the arbitrator shall be shared equally by the Union and the NBC.

#### ARTICLE 24 PERSONAL BUSINESS LEAVE

24.1 Personal leave shall be credited to employees in accordance with the attached Schedule G. Employees shall not be requested to state a reason for personal leave. Personal leave shall not be carried over from year to year. An employee must obtain NBC's approval to discharge personal leave by providing at least twenty-four (24) hours' notice in advance of the time requested personal leave is to commence.

Personal leave cannot be requested prior to the open vacation request period of March 1 through March 31 for the period beginning May 1 and ending September 30 or prior to

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the open vacation request period of September 1 through September 30 for the period beginning November 1 and ending January 31. A request for personal leave shall not be granted if, in NBC's judgment, it would interfere with efficient operations; but shall not otherwise be unreasonably denied.

ARTICLE 25  
BEREAVEMENT LEAVE

25.1 Bereavement leave shall be granted to NBC employees for the death of their family members in accordance with the following:

<u>DECEASED FAMILY MEMBER</u>	<u>NUMBER LEAVE DAYS</u>
Spouse	5
Child	5
Mother/Father	5
*Domestic Partner	5
Step Child	3
Sister/Brother	3
Grandchild	3
Relative Living in Household	3
Mother-in-Law/Father-in-Law	2
Grandmother/Grandfather	2
Daughter-in-Law/Son-in-Law	2
Step Parents	2
Sister-in-Law/Brother-in-Law	1
Aunt/Uncle	1
Niece/Nephew	1
**First Cousin	1

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\*Leave may be granted for domestic partner of the same or opposite sex who has lived in the same household as the employee for at least six (6) months and has made a commitment to continue to live as a family.

\*\*Leave may be granted only for first cousins by blood (i.e. a relationship by consanguinity, not affinity, affection or otherwise).

Any needed additional days required by the employee may be utilized from the employee's sick leave accumulation.

25.2 Should a bargaining unit employee desire to discharge personal leave or vacation leave to attend the funeral service of an extended family member not covered within the bereavement leave provisions of this Agreement, then said bargaining unit employee shall be able to utilize personal leave or vacation leave to attend the funeral services of said extended family member.

## ARTICLE 26 EDUCATIONAL INCENTIVE AND TUITION REIMBURSEMENT PROGRAM

26.1 Educational Incentive Program – Upon approval and in the discretion of the NBC, an employee will be reimbursed for courses taken which are deemed to be relevant and necessary to the employee's position or advancement. Additionally, each employee who has successfully completed a 96-hour curriculum, approved in advance by the NBC, shall be entitled to a one-step pay increment next above his current base step, or if the employee is at the maximum of the grade, an increment equal in amount to the difference between the last step in the pay range and that step immediately prior thereto.

26.2 Tuition Reimbursement Program – An education benefit will be made available to all members of the bargaining unit in accordance with the following:

- A. Tuition reimbursement shall be funded by the NBC in an amount not to exceed four thousand (\$4000) dollars per fiscal year. Any funds unused shall not be carried over from one fiscal year to another.



- B. Employees shall be allowed to attend courses provided they are outside the employee's normal working hours.
- C. An Education Committee shall be established consisting of three (3) members appointed by the Executive Director and three (3) Union members appointed by the Union Business Manager. The Education Committee shall review all course requests and shall provide all policies and procedures for implementation of the tuition reimbursement program for undergraduate and graduate programs, and the career programs.
- D. Course disbursements shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Course reimbursement shall be made on the basis of total seniority. Course reimbursement shall be upon successful completion of the course.

ARTICLE 27  
RECLASSIFICATION AND/OR UPGRADING

27.1 Any employee who believes his duties and responsibilities more closely resemble those of a higher rated classification or any employee whose duties have been significantly changed to reflect duties required of a higher classification may seek reclassification or upgrading, no more than annually, according to the following procedure:

- A. The employee shall submit a request in writing for reclassification to the Executive Director or his designee who shall furnish the employee with a questionnaire within five (5) working days of said request. The NBC shall notify the Business Manager of any such request.
- B. Within five (5) working days from the receipt of the employees completed questionnaire, his immediate supervisor or his designee, shall forward said questionnaire to the Executive Director for evaluation.
- C. Within ninety (90) working days after receipt of said employee's completed questionnaire, the Executive Director shall issue his report which will include findings of fact and conclusions relative to the merits of the employee's claim. The report will be in writing and it will set forth specific reasons for approval or denial. A copy of this report will be forwarded to the employee and the Union's Business Manager.

The Executive Director's report will be deemed final and binding unless within ten (10) working days of its issuance the employee files a grievance, in which event the

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grievance shall be processed in accordance with the grievance and arbitration procedure set forth herein.

ARTICLE 28  
NO STRIKES OR LOCKOUTS

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

28.2 Further, the Union and its representatives shall not in any way, directly or indirectly, authorize, assist, encourage, induce, participate in or sanction any strike, sit-down, sit-in, slowdown, work cessation, work stoppage or work interruption, work boycott, collective absenteeism for alleged illness or withholding of services of any kind during the life of this Agreement, or ratify, condone or lend support to any such conduct or action.

ARTICLE 29  
HEALTH AND SAFETY COMMITTEES

29.1 All existing Health and Safety Committees shall be recognized and shall be comprised of an equal number of NBC and Union designees. Each such Committee shall meet at least once every three (3) months and shall address occupational health and safety issues which may arise. All employees are required to immediately report, in writing, to his supervisor, any perceived health and safety issue, with a contemporaneous copy to the Committee and Division Director for his site. Each such

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Committee shall apprise NBC of all health and safety issues as soon as they are reported and shall propose solutions which NBC shall evaluate.

29.2 Upon presentation of proof of payment, the NBC shall reimburse all employees required to wear steel-toed protective work boots up to \$100 toward the cost of said protective work boots. In the case of Electricians, said reimbursement shall be in the amount of \$120.

ARTICLE 30  
DURATION OF AGREEMENT – SEPARABILITY

30.1 Duration of Agreement – This Agreement is effective from July 1, 2022 and shall continue in full force and effect through midnight on June 30, 2025.

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

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS  
1<sup>st</sup> DAY OF March, 2022.

**FOR THE NARRAGANSETT BAY COMMISSION:**

Laura Chesnier  
WITNESS

Laurie A. Horridge  
LAURIE A. HORRIDGE  
EXECUTIVE DIRECTOR

Laura Chesnier  
WITNESS

Vincent J. Mesolella  
VINCENT J. MESOLELLA  
CHAIRMAN

**FOR THE RHODE ISLAND LABORERS' DISTRICT COUNCIL:**

Michael F. Sabitoni  
WITNESS

Michael F. Sabitoni  
MICHAEL F. SABITONI  
BUSINESS MANAGER

**FOR PUBLIC SERVICE EMPLOYEES' LOCAL UNION 1033, LIUNA**

Michael F. Sabitoni  
WITNESS

Ronald R. Coia  
RONALD R. COIA, ESQ.  
BUSINESS MANAGER

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*CM*  
*VJM*  
*RRC*

CLASS TITLE	WORK WEEK (Hours)
<b>FINANCE DIVISION</b>	
<u>Customer Service Section</u>	
Customer Service Representative	35
Customer Service Representative/Fiscal Clerk	35
Fiscal Clerk -- Customer Service	35
<u>ADMINISTRATION DIVISION</u>	
<u>Human Resources Section</u>	
HR Clerk	35
<b>OPERATIONS AND MAINTENANCE DIVISION</b>	
<u>Interceptor Maintenance Section</u>	
IM Clerk	35
IM Operator II	40
IM Operator III	40
IM Operator IV	40
<u>Wastewater Treatment Section/Operations Unit Section</u>	
E&I Technician (FP)	40
Electrician	40
FP Clerk	35
Fleet Mechanic	40
FP Operator / HEO	40
Inventory Control Clerk	40
Lead Electrician (FP)	40
Mechanic I	40

  
 WJM  
 RRC

## LOCAL UNION 1033

## SCHEDULE A

Mechanic II	40
Operator I	40
Operator II	40
Process Monitor	40
Sr. E&I Technician	40
Senior Electrician	40
Senior Process Monitor	40
<b>ENVIRONMENTAL SCIENCE AND COMPLIANCE DIVISION</b>	
<u>Environmental Monitoring Section</u>	
Environmental Monitor	35
<u>Laboratory Section</u>	
Laboratory Clerk	35
Laboratory Technician	35
<u>Pretreatment Section</u>	
Pretreatment Clerk	35

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**SCHEDULE EFFECTIVE JULY 2022 - 2.5%**

GRADE	STEP 1	2	3	4	5	6	7	8	9	10	11	12
1	17.48	17.93	18.33	18.78	19.21	19.64	20.03	20.47	20.90	21.33	21.78	22.24
2	19.02	19.51	19.95	20.42	20.89	21.35	21.82	22.28	22.76	23.22	23.67	24.14
3	20.72	21.23	21.72	22.24	22.72	23.24	23.75	24.25	24.75	25.28	25.77	26.28
4	22.57	23.12	23.66	24.20	24.75	25.32	25.85	26.41	26.97	27.52	28.06	28.63
5	24.56	25.17	25.76	26.37	26.97	27.57	28.15	28.74	29.37	29.94	30.56	31.19
6	26.28	27.03	27.77	28.50	29.25	30.00	30.74	31.51	32.24	32.97	33.74	34.49
7	28.62	29.41	30.25	31.03	31.84	32.66	33.47	34.28	35.10	35.92	36.73	37.53
8	31.15	32.01	32.91	33.79	34.68	35.56	36.44	37.32	38.20	39.08	39.98	40.91
9	33.90	34.86	35.84	36.79	37.74	38.69	39.67	40.62	41.59	42.54	43.51	44.50
10	36.91	37.97	39.00	40.05	41.09	42.15	43.17	44.24	45.28	46.30	47.39	48.47

SCHEDULE B

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*VIM*  
*RRC*

**SCHEDULE EFFECTIVE JULY 2023 - 2.5%**

GRADE	STEP 1	2	3	4	5	6	7	8	9	10	11	12
1	17.92	18.38	18.79	19.25	19.69	20.13	20.53	20.98	21.42	21.86	22.32	22.80
2	19.50	20.00	20.45	20.93	21.41	21.88	22.37	22.84	23.33	23.80	24.26	24.74
3	21.24	21.76	22.26	22.80	23.29	23.82	24.34	24.86	25.37	25.91	26.41	26.94
4	23.13	23.70	24.25	24.81	25.37	25.95	26.50	27.07	27.64	28.21	28.76	29.35
5	25.17	25.80	26.40	27.03	27.64	28.26	28.85	29.46	30.10	30.69	31.32	31.97
6	26.94	27.71	28.46	29.21	29.98	30.75	31.51	32.30	33.05	33.79	34.58	35.35
7	29.34	30.15	31.01	31.81	32.64	33.48	34.31	35.14	35.98	36.82	37.65	38.47
8	31.93	32.81	33.73	34.63	35.55	36.45	37.35	38.25	39.16	40.06	40.98	41.93
9	34.75	35.73	36.74	37.71	38.68	39.66	40.66	41.64	42.63	43.60	44.60	45.61
10	37.83	38.92	39.98	41.05	42.12	43.20	44.25	45.35	46.41	47.46	48.57	49.68

SCHEDULE C

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SCHEDULE EFFECTIVE JULY 2024 - 3.0%

GRADE	STEP 1	2	3	4	5	6	7	8	9	10	11	12
1	18.46	18.93	19.35	19.83	20.28	20.73	21.15	21.61	22.06	22.52	22.99	23.48
2	20.09	20.50	21.06	21.56	22.05	22.54	23.04	23.53	24.03	24.51	24.99	25.48
3	21.88	22.41	22.93	23.48	23.99	24.53	25.07	25.61	26.13	26.69	27.20	27.75
4	23.82	24.41	24.98	25.55	26.13	26.73	27.30	27.88	28.47	29.06	29.62	30.23
5	25.93	26.57	27.19	27.84	28.47	29.11	29.72	30.34	31.00	31.61	32.26	32.93
6	27.75	28.54	29.31	30.09	30.88	31.67	32.46	33.27	34.04	34.80	35.62	36.41
7	30.22	31.05	31.94	32.76	33.62	34.48	35.34	36.19	37.06	37.92	38.78	39.62
8	32.89	33.79	34.74	35.67	36.62	37.54	38.47	39.40	40.33	41.26	42.21	43.19
9	35.79	36.80	37.84	38.84	39.84	40.85	41.88	42.89	43.91	44.91	45.94	46.98
10	38.96	40.09	41.18	42.28	43.38	44.50	45.58	46.71	47.80	48.88	50.03	51.17

SCHEDULE D

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**Holidays occurring on a Saturday are observed on the preceding Friday; those on a Sunday on the Monday following.**

**CALENDAR YEAR 2022**

New Year's Day	Saturday, January 1, 2022 (Observed Friday, December 31, 2021)
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 17, 2022
Presidents' Day	Monday, February 21, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Victory Day	Monday, August 8, 2022
Labor Day	Monday, September 5, 2022
Columbus Day	Monday, October 10, 2022
Veterans' Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Christmas Day	Sunday, December 25, 2022 (Observed Monday, December 26, 2022)

**2022**

**Last day to apply "use or lose" Vacation and Personal time: December 17, 2022**  
**First day upfront Vacation and Personal time can be used: December 18, 2022**

**CALENDAR YEAR 2023**

New Year's Day	Sunday, January 1, 2023 (Observed Monday, January 2, 2023)
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 16, 2023
Presidents' Day	Monday, February 20, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Victory Day	Monday August 14, 2023
Labor Day	Monday, September 4, 2023
Columbus Day	Monday, October 9, 2023
Veterans' Day	Saturday, November 11, 2023 (Observed Friday, November 10, 2023)
Thanksgiving Day	Thursday, November 23, 2023
Christmas Day	Monday, December 25, 2023

**2023**

**Last day to apply "use or lose" Vacation and Personal time: December 16, 2023**  
**First day upfront Vacation and Personal time can be used: December 17, 2023**

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**Holidays occurring on a Saturday are observed on the preceding Friday; those on a Sunday on the Monday following.**

**CALENDAR YEAR 2024**

New Year's Day	Monday, January 1, 2024
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 15, 2024
Presidents' Day	Monday, February 19, 2024
Memorial Day	Monday, May 27, 2024
Independence Day	Thursday, July 4, 2024
Victory Day	Monday, August 12, 2024
Labor Day	Monday, September 2, 2024
Columbus Day	Monday, October 14, 2024
Veterans' Day	Monday, November 11, 2024
Thanksgiving Day	Thursday, November 28, 2024
Christmas Day	Wednesday, December 25, 2024

**2024**

***Last day to apply "use or lose" Vacation and Personal time: December 14, 2024***

***First day upfront Vacation and Personal time can be used: December 15, 2024***

**CALENDAR YEAR 2025**

New Year's Day	Wednesday, January 1, 2025
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 20, 2025
Presidents' Day	Monday, February 17, 2025
Memorial Day	Monday, May 26, 2025
Independence Day	Friday, July 4, 2025
Victory Day	Monday, August 11, 2025
Labor Day	Monday, September 1, 2025
Columbus Day	Monday, October 13, 2025
Veterans' Day	Tuesday, November 11, 2025
Thanksgiving Day	Thursday, November 27, 2025
Christmas Day	Thursday, December 25, 2025

**2025**

***Last day to apply "use or lose" Vacation and Personal time: December 13, 2025***

***First day upfront Vacation and Personal time can be used: December 14, 2025***

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NBC HEALTHCARE PLAN	
Deductible, coinsurance & max out-of-pocket expense	Network Provider
Plan year deductible	\$2,000 per individual/ \$4,000 per family
Out-of-pocket maximum (includes deductible)	\$4,000 per individual/ \$8,000 per family
NBC HRA Funding Amount (per plan year)	\$1,800 per individual (if employed before December 31) \$900 per individual (if employed January 1 and after)
NBC's contribution to the employees' HRA shall commence on July 1 of each year of this Agreement.	\$3,600 per family (if employed before December 31) \$1800 per family (if employed January 1 and after)
Hospital & Outpatient Facility Services	Network Provider
Inpatient Hospital (semi-private room, related services & supplies)	100% after deductible
Outpatient Surgery	100% after deductible
Outpatient Therapeutic Treatments- Dialysis, Chemo, Oncology	100% after deductible
Emergency Room Services	100 % after deductible
Office Visits	Network Provider
Primary Care Physician	100% after deductible
Preventive Care	100%
Specialty Physician	100% after deductible
Chiropractic Medicine	100% after deductible 12 visits per year
Routine Eye Exam	100% after deductible One per year
Urgent Care Centers	100% after deductible
Independent Lab, X-Ray, Clinics	Network Provider
Lab and X-ray Services	100% after deductible
Diagnostic Machine Tests- MRI, MRA, CT, PET, Nuclear Medicine	100% after deductible
Outpatient Scopic Procedures- Colonoscopy, Endoscopy, etc	100% after deductible
Mental Health/Chemical Dependency Services	Network Provider
Inpatient Mental Health	100% after deductible
Inpatient Chemical Dependency	100% after deductible
Outpatient Mental Health	100% after deductible
Outpatient Chemical Dependency	100% after deductible
Outpatient Services, Medical Supplies & Ambulance	Network Provider
Outpatient therapy (physical, speech, occupational & pulmonary)	100% after deductible 30 visits each per year- PT/OT/ST  Pulmonary rehab- 36 sessions with review for 36 additional sessions
Durable medical equipment	100% after deductible No dollar maximum
Home health care	100% after deductible No limits
Hospice Care	100% after deductible No limits
Ambulance Service	100% after deductible- air & water \$50 copay- ground

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SCHEDULE F

Pharmacy Services (Rx tier placement will vary by carrier)	Network Pharmacy
Tier 1 (31 day supply)	\$7 copay
Tier 2 (31 day supply)	\$25 copay
Tier 3 (31 day supply)	\$40 copay
Tier 4 Specialty Drugs (Up to 31 day supply)	\$40 copay
Mail Order (90 day supply)	2x Retail Copay Tiers 1, 2, 3 (90 day supply)
Out-of-pocket Maximum	Combined OOP Maximum w/ Medical
Out-of-Network Services	Non-Network Provider
Plan Year Deductible	\$4,000 per individual/ \$8,000 per family
Plan Coinsurance	80%
OON Maximum Out-of-Pocket	\$8,000 per individual/ \$16,000 per family

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**PERSONAL BUSINESS LEAVE**

70 hour employee (7.0 hours = one day)

80 hour employee (8.0 hours = one day)

2022

Employees hired between January 1, 2022 and March 31, 2022 will be credited with 4 personal days.

Employees hired between April 1, 2022 and June 30, 2022 will be credited with 3 personal days.

Employees hired between July 1, 2022 and September 30, 2022 will be credited with 2 personal days.

Employees hired between October 1, 2022 and November 30, 2022 will be credited with 1 personal day.

2023

Employees hired between January 1, 2023 and March 31, 2023 will be credited with 4 personal days.

Employees hired between April 1, 2023 and June 30, 2023 will be credited with 3 personal days.

Employees hired between July 1, 2023 and September 30, 2023 will be credited with 2 personal days.

Employees hired between October 1, 2023 and November 30, 2023 will be credited with 1 personal day.

2024

Employees hired between January 1, 2024 and March 31, 2024 will be credited with 4 personal days.

Employees hired between April 1, 2024 and June 30, 2024 will be credited with 3 personal days.

Employees hired between July 1, 2024 and September 30, 2024 will be credited with 2 personal days.

Employees hired between October 1, 2024 and November 30, 2024 will be credited with 1 personal day.

2025

Employees hired between January 1, 2025 and March 31, 2025 will be credited with 4 personal days.

Employees hired between April 1, 2025 and June 30, 2025 will be credited with 3 personal days.

Employees hired between July 1, 2025 and September 30, 2025 will be credited with 2 personal days.

Employees hired between October 1, 2025 and November 30, 2025 will be credited with 1 personal day.

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