

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PROVIDENCE COMMUNITY LIBRARY

AND

UNITED SERVICE AND ALLIED WORKERS OF RHODE ISLAND,

MAINTENANCE DEPARTMENT

July 1, 2018 to June 30, 2020

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This AGREEMENT made as of this first day of July, 2018 by and between THE PROVIDENCE COMMUNITY LIBRARY, herein called the "Library" and UNITED SERVICE AND ALLIED WORKERS OF RHODE ISLAND, hereinafter called the "UNION."

W I T N E S S E I H:

WHEREAS, it is the purpose of this Agreement to promote good relations between the Library, the Union, and the employees represented by the Union and to make clear the basic provisions upon which such relations depend; and

WHEREAS, it is the intent of both the Library and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent as well as adjust misunderstandings or grievances relating to employment; and

WHEREAS, both the Library and the Union believe in and accept bargaining as a means of carrying out the purpose and intent of this Agreement;

NOW, THEREFORE, in consideration of the premises and of their mutual assent hereto as the terms and provisions of the contract between them, the Library and the Union agree as follows:

I. Recognition of the Union.

The Library recognizes the Union as the sole and exclusive collective bargaining agency for all maintenance department employees employed by THE PROVIDENCE COMMUNITY LIBRARY at its Providence, Rhode Island locations, but excluding guards and supervisors as defined in the National Labor Relations Act, in the unit as described and certified by the NATIONAL LABOR RELATIONS BOARD in Case No. 1-RC-15, 987, dated December 8, 1978 for the purpose of all bargaining with respect to wages, hours and working conditions. The Library accordingly will make reasonable arrangements to enable representatives of the Union to confer with representatives of the Library during working

hours. The Library will also arrange for representatives of the Union to confer with bargaining unit members or with cognizant supervisors and managers in connection with grievances or other matters directly relating to the Agreement between the parties, during working hours. The Steward or other representative of the Union wishing to confer with an employee on Union business during working hours shall make arrangements to do so with the employee's Supervisor, or his or her designated representative. There shall be one (1) Steward, who shall have super seniority in regard to layoff and recall in his/her Department, provided he/she is capable of performing the available work. The Union shall designate in writing to the Associate Library Director that employee appointed Steward. Subject to prior arrangements with his or her Supervisor, the Steward shall be allowed, without loss of pay, four hours of regular working time per month, to confer with Union members on Union business during working hours.

II. Union Membership.

1. All employees covered by this Agreement shall become members of the Union as a condition of continued employment within 30 days following the signing of this Agreement or within 30 days of their employment, whichever is later, and thereafter maintain their membership in the union. The obligation to become and remain a member is defined as the duty to tender the periodic dues and initiation fees uniformly required by the Union.
2. The Union will accept all employees who are covered by this Agreement as members on the same terms and conditions as generally applicable to other members.

3. Should the Union encounter an employee who fails to become or remain a member of the Union, they may inform the Library and the employee, whereupon if after 30 calendar days the employee has still not paid either the dues or initiation fees required, the Library agrees to discharge the employee.
4. The Union agrees to indemnify and save the Library harmless against any and all claims, demands or other forms of liability that may arise out of any action taken in fulfilling the terms of this section.
5. The Library shall cooperate with the Union in the collection of an initiation fee and dues by recognizing the Union's initiation fee and dues check-off forms and deducting those initiation fees and dues promptly upon receipt. Dues will be deducted in the first 2 regular paydays in each calendar month. The Library shall pay all sums deducted to the Union during the month in which they are deducted. The Treasurer of the Union shall inform the Library annually or whenever there is a change of the correct amounts to be deducted.

III. Management Rights.

Except as expressly limited by the provisions of this Agreement, the Library retains all the rights which pre-existed this Agreement, including without limiting the foregoing: the right to manage the operations of the Library and direct the working force; hire employees of its

own selection; maintain order and efficiency; extend, maintain, curtail or terminate its operations; determine the size and locations of its facility or facilities; determine the type and amount of equipment to be used and the assignment of work; transfer employees; discipline, suspend and discharge employees for just cause (subject to the grievance procedure); layoff for lack of work; determine the number of shifts, the number of days in the work week, hours of work, overtime, and the number of persons to be actively employed by the Library at any time; post and require employees to observe rules and regulations; determine the methods and scheduling of work, including the means and processes of such work; set standards of productivity and maintain performance records for all jobs; subcontract work; permit supervisory employees to perform bargaining unit work; and, in general, to determine what work should be performed as well as when, where, how and by whom such work shall be performed.

(a) The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Library and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement;

(b) The parties further agree that this instrument represents the complete Agreement between the parties.

IV. Bargaining Unit Work.

No employee paid by the Library outside the bargaining unit shall perform the work of unit employees, except:

- A. Managers, Supervisors and Administration may perform bargaining unit work without restriction
- B. Temporary employees will be limited to replacing employees who are temporarily out and, if employed in the library for longer than three months, will become members of the bargaining unit with all the rights and benefits thereof.
- C. The Library reserves the right to use volunteers for some tasks which would otherwise be performed by bargaining unit employees, subject to a) filling an identifiable role, and b) satisfactory and collegial behavior; however volunteers shall not be permitted to do work in lieu of a laid off employee, nor shall the use of volunteers be permitted to contribute to the loss of bargaining unit position

V. Definition of Employee.

Employees hired by the Library on or after July 1, 2009 whose regular schedule consists of 25 or more hours per week will be considered full-time and employees whose regular schedule consists of 20 or more but less than 25 hours will be considered part-time.

VI. Seniority.

A seniority listing will be maintained by the Library listing all employees covered by this Agreement and upon request, but not more than once a year, the Union may obtain a copy thereof. The Library will recognize the seniority principle with respect to employees with the same job title and when the qualifications such as ability, training, skill and other relevant qualities are considered equal, the Library will give preference in layoffs and recalls to the employee having the longest service with the Library in the job title in question.

Seniority for the purpose of layoff shall be calculated as the length of time each employee has been in a bargaining unit position, including all service for the Providence Public Library. Subject to qualifications as aforesaid, in the event that a layoff becomes necessary due to lack of work, regular employees with the same job title shall be laid off in the order inverse to that in which they were hired, that is, employees last hired shall be first laid off. When rehiring takes place those regular employees laid off last shall be rehired first provided that each such employee shall accept the rehiring within three days after notice and shall report for work within fourteen days after notice that he or she will be rehired, and no employee shall be hired until a list of qualified former employees has been first exhausted. An employee who has been employed for three or more months shall not be laid off without one week's prior notice unless paid wages for one normal workweek.

In the event a regular employee resigns from a position covered by this Agreement and thereafter indicates, within thirty (30) days from leaving that position, a desire to return to that same position or any other position covered by this Agreement, the Library may, at its discretion, reinstate that employee's seniority earned prior to resignation if it should decide to rehire that employee.

In the event an employee transfers into a position covered by this Agreement from a position not covered by this Agreement, such employee's seniority for purposes of layoff and recall shall commence with the employee's first day of employment in the position covered by this Agreement.

All employees shall serve a ~~three (3)~~ six (6) months probationary period. Prior to the completion of such probationary period, any employee may be terminated by the Library at any time without reference to the seniority provisions or grievance procedures set forth in this Agreement. By mutual agreement between the parties an employee's probationary period may be extended and during such extension period the employee will remain a probationary employee for purposes of this Agreement. Upon the satisfactory completion of probationary period service, the employee will be advised as to his or her job classification and rate of pay under this Agreement and his or her job seniority under this Agreement shall date from that employee's first day of work. In the event that an employee's performance is exceptional the Library may, in its sole discretion, elect to shorten the employee's probationary period and, in that case, the Union shall be notified immediately.

An employee who has been laid off pursuant to the Seniority provisions of this Agreement shall have recall rights pursuant to this Agreement as follows: Employees who have completed their probationary period and been continuously employed for greater than six (6) months shall be eligible for recall rights during a period equal to their length of continuous service prior to layoff, up to a maximum of twenty-four (24) months. It is understood that an employee's right to return to work under this provision is contingent upon the employee's capability to fully perform the requirements of the job for which recalled. Employees who return to work pursuant to this provision shall not suffer a break of continuous service in the Bargaining Unit. The Library will notify the Union in writing at least fourteen calendar days in advance of any planned layoff; provided, however, that if the circumstances giving rise to such layoff occur too late to provide such notice, the Library will so notify the Union as soon as its plans are finalized; and, provided, further, however, that failure to provide the required notice will not give rise to any right to claim pay in lieu of notice. Following such notice, the Library will meet with the Union in an attempt to find some other solution but the effective date of the layoff will not be delayed because of such meetings.

VII. Grievance Procedure.

This Agreement sets forth the basic terms and conditions of employment and is intended to continue the present and good relations between the Library, its employees, and their Union. In the event of any grievance between the employees and the Library, the representatives of both agree to make prompt and earnest efforts to settle such matter. Except as provided hereafter all grievances shall be handled as follows:

Step 1: The Union Steward and employee shall take up the matter with the immediate supervisor concerned within ten (10) working days after the occurrence first giving rise to the grievance. If the matter is not settled as a result of their discussion, the steward will submit the grievance to the supervisor in writing, explaining as specifically as possible the nature of the complaint and the contract provision affected. The supervisor shall give a written answer to the written grievance within eight (8) working days of the meeting.

Step 2: If the matter is not settled within eight (8) working days after the first step meeting, it shall be taken up by the Executive Director and the principal officers of the Union, or their designated representatives. Every effort shall be made to arrange the meeting within five (5) working days, but in any event the Library's decision shall be given within thirty (30) calendar days after the second step meeting has been requested.

Step 3: If settlement is not reached in Step 2, and if the matter in dispute involves the interpretation or application of this Agreement, or any memoranda or other agreements relating to the collective bargaining agreement, then either party may by written notice to the other, demand that the grievance be submitted to arbitration provided that such notice is

given within ten (10) calendar days after the Library has given its decision in Step 2. The parties shall attempt to agree upon an arbitrator, but if agreement is not reached within five (5) working days, the matter shall be submitted to an arbitrator appointed under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract from, change or disregard any of the terms or provisions of the Agreement. The arbitration filing fees shall be borne by the party seeking arbitration. All other fees and charges of the arbitrator shall be equally divided between the parties.

Special Procedure in Discharge Cases: The procedure set forth above will be modified in discharge cases as follows: The Library agrees that subject to the rights of suspension by the Library, no employee covered by this Agreement will be finally discharged without being given a hearing, provided that a request for a hearing is presented in writing and signed by the affected employee within three (3) working days after notice of suspension and/or discharge. Any such request for hearing shall constitute a grievance entered at Step 2 and (shall) be handled as hereinafter provided.

A. The Step 2 meeting will be held five (5) working days after having been requested.

B. The Library's answer in Step 2 will be given within ten (10) working days after the Step 2 meeting.

C. Otherwise the procedure will be as above.

If it is ultimately decided that such suspension and/or discipline is unjust, the employee may be reinstated without loss of pay, as agreed to by the parties.

Prior to discharging an employee, the Library shall make reasonable efforts to contact the Steward to arrange for a meeting between the supervisor, the employee and the Steward. If the Library is unable to reach the Steward, the Library may suspend the employee and will arrange for a meeting with the employee and the Steward held on the next working day. If the employee's condition constitutes a danger to himself, others or property, the Library may suspend him immediately without making any efforts to arrange a meeting with the Steward, except that the Library will arrange for such a meeting to be held on the next working day.

Pay for Grievance Time: Where Steps 1, and 2 of the grievance procedure take place during working hours, the Library will pay for any regular straight-time wages actually lost by the Union representatives and the employee involved in the grievance meeting. The Library shall not be bound to pay for the time lost in attending Step 3 of the grievance procedure. The Union agrees that this provision will not be abused and will be utilized in a reasonable manner.

The grievance procedure and arbitration provided herein shall constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of any and all grievances and the grievance and arbitration procedure provided herein shall constitute the sole and exclusive remedy to be utilized.

An employee who feels aggrieved by an order to perform a certain task shall not refuse to perform that task; but shall perform the same and then submit his or her protest as a grievance. Otherwise, a refusal shall be grounds for appropriate discipline, but such discipline shall be subject to the grievance and arbitration procedure.

The Library shall have the right to initiate Steps 2 and 3 of the grievance procedure with respect to any grievance, dispute or difference. Such initiation shall be by letter from the Library to the Business Agent of the Union.

The time limits specified in this section shall be deemed to be substantive provisions and failure to observe each and every such time limitation shall be a complete bar to any further action by reason of such grievance, unless extended by written consent signed by the Library and the Union, which consent shall not be unreasonably withheld by either party. The terms "working day" and "working days" wherever used in this section shall mean and include any calendar day other than a Saturday, Sunday or holiday.

VIII. Discipline and Discharge.

The Library has the right to establish and enforce standards of performance and conduct for employees. The Library will follow a program of progressive discipline to insure a fair and consistent method of disciplining employees. Employees who fail to meet standards may be disciplined or have their employment terminated for just cause. Probationary employees (employees who have worked at the library less than 3 months) may be terminated without notice or cause.

The goals of progressive discipline are to correct behavior rather than to punish employees. The type of discipline imposed should reflect the seriousness of the problem. Some offenses are so serious as to justify suspension or dismissal on the first offense (illegal acts, insubordination, fighting in the workplace). For those offenses which do not justify serious discipline on the first offense, progressive discipline is applied. In assessing employee conduct and behavior, such factors should be considered:

- A. Employee's length of service
- B. Employee's past record
- C. Mitigating circumstances

The Library will engage in progressive discipline. This will normally involve at least one verbal warning from the immediate supervisor. The oral warning should be documented for the supervisor's record and a copy given to the employee. The disciplinary sequence will be as follows:

- A. At least one verbal warning from the employee's supervisor
- B. At least one written warning from the immediate supervisor, intermediate supervisor, or the Human Resources Department;
- C. A suspension of 3 days;
- D. Dismissal

Disciplinary notices and/or measures will remain effective for the following periods of time

- A. Verbal notices: 6 mos.
- B. Written notices: two years
- C. Suspensions: three years

An employee may request the presence of a steward at any time during the discipline process. In the event that a steward is not immediately available the Library may suspend the employee with pay if he or she poses a danger to him or herself, others or property for a period not to exceed 24 hours. If a steward is not available after 24 hours have passed the Library may suspend the employee without pay until a steward is available. If it is ultimately decided that such suspension and/or discipline is unjust, the employee will be reinstated without loss of pay

IX. Strikes-Lockouts.

During the consideration of a grievance no one concerned therewith, whether directly or indirectly, shall utilize any coercive or retaliatory measures to attempt to influence any party involved. It is also agreed between the parties that during the term of this Agreement or any renewal, or extension hereof, whether or not there shall be a grievance dispute pending, there shall be no strike, lockout, stoppage of work, sit-in, demonstrations, displays, banners, picketing or advertisement concerning any matter in dispute arising out of this Agreement. This paragraph shall not apply where the Library or the Union refuses to follow the grievance procedure or refuses to arbitrate or comply with a valid arbitration award.

X. Equal Employment Opportunity.

The Library and the Union agree there will be no discrimination against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or political affiliation. The aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay and other forms of compensation; and selection for training, including apprenticeship.

XI. Employment, Transfer, Promotion.

Qualified present employees shall be given preference over applicants for work when jobs covered by this agreement are available and particularly for such jobs offering advancement. Whenever it is necessary for the Library temporarily to transfer an employee to another job covered by this Agreement, the employee shall receive his or her regular rate of pay or the rate of pay for the job, whichever is higher. Employees permanently transferred shall be entitled only to the rate of pay for the job to which they are transferred.

All bargaining unit job vacancies which result from new construction, termination, retirement or death will be posted on the employee bulletin boards throughout the Library for a period of five (5) working days. The postings will list promotions, salary, hours, and job requirements. When more than one (1) job is posted, employees desiring to bid for more than one (1) job shall note their preference next to their names by numbering (1), (2), (3), etc. Employees interested in applying for each such posted job or jobs shall express their interest in writing to the library's Office of Human Resources, stating their qualifications for the posted job or jobs. Except in cases of emergency or after consultation with the business agent or steward of the Union, no person shall be hired for a posted job until the expiration of the posting period. The Office of Human Resources shall thereafter schedule any necessary interviews and shall inform the employees of their acceptance or rejection for the posted job or jobs. The determination as to whether an employee is qualified to fill a vacancy shall rest with the Library.

If a unit employee is promoted or transferred, that employee shall serve the same probationary period on the new job as that required for a new hire. If the promoted or transferred employee is removed from the new job during the probationary period, the employee shall be returned to his or her former job, if available, or to an available equivalent one, without loss of seniority, or benefits.

XII. Health and Safety.

The Library shall continue to comply with legal regulations governing safety of working conditions, and will otherwise provide insofar as possible for the health and safety of library employees. ~~The Chief Operating Officer and Human Resources Manager will insure that mandatory safety training is done at least twice per year, highlighting the following areas but not limited to this list:~~

~~A joint employee-elected and Employer-appointed health and safety committee shall be formed.~~

~~Parties will review and recommend safety regulations as agreed to by the parties including, but not limited to the following:~~

- Computer Terminals
- Hazardous substances
- Ergonomic Hazards
- Infectious Diseases
- Indoor Air Quality
- Noise
- Workplace Violence
- Vehicle Safety
- **OSHA regulations**

XIII. Holidays.

The following days shall be recognized as holidays and regular employees who have been employed thirty days will receive holiday pay at straight-time rates.

New Year's Eve
New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Victory Day
Labor Day
Veteran's Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

If an employee is required to work one of the above listed holidays, the employee will be paid time and one half for such hours worked, in addition to holiday pay for his/her normally scheduled hours, or, in lieu of holiday pay an employee may take an additional day off with pay within the fiscal year, the day to be selected by mutual agreement of the employee and his/her supervisor. Holiday hours worked or not worked by an employee in a given week will not be counted in determining if the employee has worked in excess of forty (40) hours in that week; provided however that if, in a single work week, an employee also works a full schedule for all other weekdays during that week and then also works on Saturday that week, the hours worked on Saturday will be paid time and one half.

In order to be eligible for holiday pay, a regular employee must work the scheduled shift immediately prior to and immediately following the holiday, unless on scheduled vacation.

If the Library has some reason to believe that the employee is abusing the sick leave privileges on days before or after a holiday, the Library may request the employee to furnish a doctor's certificate as a condition for receiving holiday pay.

XIV. Retirement Plan.

The Library will provide coverage for members of the bargaining unit under its adopted 401(k) plan, named "The Providence Community Library Savings Plan (401(k))", as the same may be amended from time to time.

XV. Bereavement Leave.

1. Regular full and part-time employees will be allowed up to five (5) working days of paid leave, including the day of the funeral, when the employee's biological or adoptive mother or father, current spouse, domestic partner, or biological or adopted child dies.

2. Regular full and part-time employees will be allowed up to three (3) working days of paid leave, including the day of the funeral, in the event of the death of a stepparent, stepchild, foster child, grandparent, grandchild, sibling, or parent in-law.

3. Regular full and part-time employees will be allowed up to one (1) day off with pay on the day of the funeral where there is a death of a relative not covered above.

For the funeral of a deceased coworker, the Supervisor, or designee, determines the number of employees who may attend.

4. If a death of an immediate family member requires the employee to travel over five hundred (500) miles from his/her home, upon request for such a leave, personal days or vacation days may be used in addition by an employee beyond that provided for elsewhere in this section.

5. Bereavement leave will normally be taken within ten days of the demise or notification of date of death of the family member. Exceptions must be approved by Human Resources. At the Library's discretion, employees may be required to provide appropriate documentation to support a request for bereavement leave, such as a death notice or an obituary.

6. Employees will receive pay only for days/hours when they are normally scheduled to work.

XVI. Jury Duty.

Any employee who is absent from scheduled work with the Library for jury duty shall receive the difference between what the employee would have earned at his or her regular straight time rate of pay had he or she been at work and the payment received for such jury duty provided (a) the employee furnishes the Library with evidence of jury pay from the clerk of the court wherein he or she served as a juror and (b) the employee reports for work on a regularly scheduled work day when he or she is excused from jury duty at such time as will permit the employee to work at least four hours. Jury duty pay shall be limited to one call for Federal jury duty in any twelve (12) month period, and shall be limited to one call for non-Federal jury duty in any twelve (12) month period.

XVII. Reserve Duty.

A regular employee with a Reserve or National Guard commitment who attends required annual duty training or who is activated due to national, state, or local emergency, shall receive up to a maximum of ten (10) working days in any twelve (12) month period, the

difference between what the employee would have earned at his or her regular rate of pay had he or she been at work for that period and the payment received for such duty.

In order to receive this differential, the employee must present the Library with an order from the Federal or state government ordering him or her to duty and a statement from the paymaster of his or her Reserve or National Guard Unit indicating the amount of pay received for his or her training.

For purposes of computing vacation, time spent in the required annual training or required active duty described in this paragraph shall be considered time employed by the Library.

If an employee continues to serve in a Reserve or National Guard Unit beyond the period of obligatory service, periods of absence caused by training or active duty shall be considered leave without pay and no benefits under this Agreement shall be accrued during such periods of absence, except as may be required by law.

XVIII. Bulletin Board.

The Library will provide the Union with the privilege of posting notices of Union meetings, election of officers and stewards, and its social affairs on a bulletin board to be designated by the Library.

XIX. Draft.

It is agreed that any employee who enters the military service of the United States shall, when available, be restored to his/her former position, provided application for reinstatement is made as required by law after honorable discharge and the applicant is mentally and physically fit. It is understood the service of any employee so reinstated shall be cumulative to his/her seniority rating. Any layoff of other employees in order to make room for such reinstatement shall not be considered a grievance, and any employee so laid off shall be given first preference to an opening for which the employee is capable of performing.

XX. Unpaid Leave.

Regular employees covered by this Agreement shall be eligible for unpaid leave as follows:

(a) Maternity Leave. An employee who becomes pregnant shall be entitled to a leave of absence for the period of certified physical disability arising from said pregnancy. Whenever practicable, the employee shall notify the Library, in writing, of her intention to take maternity leave at least one month prior to the estimated date of commencement of the maternity leave. An employee on said leave is entitled to sick pay up to her personal maximum entitlement for said pregnancy-related disability.

Upon return from maternity leave, an employee shall be reinstated in her former position unless the former position has been permanently filled or eliminated, in which case the employee shall be placed in a comparable position, without decrease in rate of compensation or loss of promotional opportunities.

(b) Union Business. At the written request of the Union, the Library shall grant either an officer of the Union or a duly elected or appointed representative of the Union, not to exceed one (1) employee at any one time, a leave of absence without pay for a

period of not to exceed one (1) year or the period of elected office, provided that such leave will not interfere with the operations covered by this Agreement. The purpose of this leave is to permit the representative to work for the International, District Council and/or the Local Union on Union business. During the period of such leave of absence an employee will not accrue seniority, nor will the Library have any obligation for continuation of benefits

as specified elsewhere in this Agreement. Such leave may be extended upon written request thirty (30) days prior to the termination thereof.

(c) Other Leaves. Unpaid leaves of absence may be granted at the discretion of the Library to all employees for a specific period and for a specified reason such as disabilities, family illness, study or travel. All requests for such leave shall be made in writing at least one (1) month prior to the desired commencement of the leave, if possible, and shall indicate the approximate date of return. Such leaves may be granted for a period of up to six (6) months, and the granting of such leaves will not be arbitrarily withheld. Employees who are on approved sick leave under this subsection (c) will receive, for the first three months of such unpaid sick leave, holiday pay for any holidays occurring during those three months.

(d) When an employee returns following all authorized unpaid leaves of absence, the employee shall be reinstated to the employee's former position unless the position has been filled. In such event, the Library shall offer a position covered by this Agreement requiring similar or comparable skills if such a position is available. If such a position is not available, the Library shall offer the employee the first available job opening covered by this Agreement requiring such similar or comparable skills. Should a position of comparable or similar skills be made available to the employee either upon the employee's return from unpaid leave or subsequently, and should the employee refuse to accept such position, the Library's responsibilities to the employee shall cease.

(e) Health Insurance coverage shall be continued for a period of six months for employees out of work because of an injury compensable under Workers Compensation and for three months for employees out sick for other reasons. Employees so covered must be on an approved sick leave and have one year of service.

XXI. Disciplinary Slips.

An employee will be entitled to receive a copy of any disciplinary slips placed in his or her file. A copy of such slips will be sent to the Union. Upon request, an employee may look at his or her personal file at any time.

XXII. Subcontracting.

The Library shall have the right to subcontract and where a facility is owned by the City may use city workers to make timely repairs. The Library shall notify the Union and provide the Union with an opportunity to discuss any subcontract. However the Library shall not layoff a member of the bargaining unit due to subcontracting or city workers performing work traditionally done by the bargaining unit.

XXIII. Invalidity Under Law.

If any provision of this Agreement is held to be in violation of the law, the invalidity of such provision will not affect the remainder of the Agreement.

XXIV. Hours of Work and Overtime.

Hours of work and work schedules will be determined by the Department Head, provided, however, that prior to making any changes in the hours of work and work schedules, the Library will notify the union of such changes and provide the Union with an

opportunity to discuss such changes before they are implemented. Overtime at the rate of time and a half of an employee's regular hourly rate will be paid for all hours worked in excess of eight (8) in a day or forty (40) in any workweek. A workweek begins at 12:00 a.m. on Sunday and ends at 12:00 p.m. the following Saturday.

In the event that, due to snowstorms or other acts of God, employees covered by the a collective bargaining agreement are sent home prior to the end of their regularly scheduled shift or told not to report to work, they will be paid for the time lost. Employees who work during hours when other employees covered by a collective bargaining agreement are being paid while not working, pursuant to the preceding sentence, will be paid for such hours and, in addition, will be given compensatory time off, with pay, equal to the number of such hours they worked, provided, however, that if the number of such hours is less than three (3), the Library may elect to pay additional straight time for such hours, in lieu of compensatory time off. This provision will also apply to days when the Library is closed early due to extreme heat but not to employees working in air-conditioned areas or facilities.

Employees removing snow outside of their regularly-scheduled hours will be paid time and one-half for said work, unless the employees took sick leave during the week of the snow removal, in which case the employees will be paid straight time for said work.

~~Employees who are required to come in early to clear snow will be allowed to park in the lot behind the library for the duration of the storm~~

~~————The employer will periodically post schedules of work for all employees and send the union a copy of those postings. The employer may change or modify those schedules at any time, in its discretion.~~

Assignments to cover for special events will be rotated among the employees involved, with the first assignment going to the most senior employee, the next to the next senior, etc. If an employee declines an assignment he or she will be skipped in the rotation.

XXV. Overtime On Recall.

Employees who are recalled to work following the end of their regular workday, or on a day not regularly scheduled to work shall be guaranteed a minimum of four hours pay. However, the employees who are 'on call' will be guaranteed a minimum of four hours pay if they are called into work. In addition, it is understood that one employee each week will be on call and will receive Forty-five (\$45) Dollars a week on call pay. Such employee will be expected to respond to any call that week. If an employee who is on call is called in more than once during the week in question, his on call pay would be credited towards pay earned for being called in. In any week in which a holiday occurs and an employee works all scheduled hours that week, overtime for callback hours worked by the employee that week will be computed by treating paid holiday hours as hours worked.

XXVI. Meals and Rest Periods.

All employees working a full 8-hour shift are scheduled to take an unpaid half-hour lunch break and two fifteen-minute rest breaks, one before the lunch break and one after the lunch break. Rest breaks will be paid time.

XXVII. Sick Leave.

Employees who work a regular schedule of at least 20 hours will be eligible for 15 days of sick leave per calendar year. The maximum number of sick days that can be carried over from June 30 into the next fiscal year is 50 days. Employees working less than 40 hours per week will accrue sick leave on a pro-rata basis. Employees who work less than 20 hours per week will not be eligible for sick leave.

New employees will accrue sick leave on a monthly basis beginning with the first full month of employment. Employees will be eligible to take paid sick leave after three months of employment. On July 1, all employees receive 15 days of sick leave including new employees who have completed their three month waiting period.

Sick leave may be taken for personal illness or injury or for the care of a parent, spouse, domestic/civil union partner, other dependent living in the employee's household, or child, provided that the employee is the legal guardian of the child, and the child is less than 18 years of age.

Absences for routine medical and dental appointments will be treated as sick leave.

Sick leave will not accrue during unpaid leaves of any kind.

Sick leave may be used in increments of one hour.

Employees may use up to two (2) sick days for personal leave.

The Library retains the right to request verification from a licensed health-care provider for any absences due to illness or disability of three or more consecutive days or if there is a reasonable question of misuse. Sick pay may be withheld if a satisfactory verification is not received.

Employee absences due to illness lasting longer than five days will be covered by sick time as available. If an employee is on TDI and has sick time available, the Library will pay the employee's base compensation (gross straight time pay) and will charge said amounts to the employee's sick time.

Health insurance will be continued for a period of six months in the event that a covered employee is out for an extended period due to illness.

Effective as of the date of the ratification of this agreement, a sick leave bank shall be established for bargaining unit employees with a one-time donation of 100 hours from employees' accumulated PPL sick leave. The sick leave bank may be used in the event of serious illness resulting in long-term absence from work. Each employee who wishes to voluntarily participate in the sick leave bank shall donate a minimum of one day each year to the sick leave bank by written notification to the Union and the Human Resources Department within 30 days of the beginning of the benefit year, or for newly hired employees within 14 days following completion of their probationary period. The donated days shall be deducted from each employee's individual sick leave allotment.

A bargaining unit employee participating in the sick leave bank who has depleted his or her sick leave and needs additional sick leave days as a result of any serious illness or injury may request up to a maximum of twenty working days in any calendar year from the bank for his or her personal use, or the number of days in the bank, whichever is less. A letter from an employee's physician verifying the seriousness and long-term nature of the illness or injury must accompany a request for sick days from the bank.

A Labor-Management Committee shall be established to administer the sick leave bank, composed of two labor and two management representatives. The committee shall have complete discretion regarding the number of sick leave days to be allotted to any individual provided the amount does not exceed twenty working days, or the number of days in the bank, whichever is less, per calendar year.

An employee who is absent because of illness must notify, or if unable, have another notify, ~~Human Resources~~ Facilities Manager or the COO at or before the time

they are scheduled to begin work on the day of the absence. **Email notification is not acceptable.** A procedure will be established to notify the branch or department on those times when the HR office is not staffed.

Unused sick leave will be lost when an employee leaves the library. No payment will be made for accrued, unused sick leave. In the event that an employee who loses unused sick leave due to involuntary layoff is subsequently rehired under the seniority provision of the contract, his or her sick leave accumulation will be reinstated in full.

Staff who have perfect attendance at the end of the fiscal year will be granted one additional day off to be used in the following fiscal year. Time off must be arranged with the supervisor.

XXVIII. Family/Medical Leave

1. Library employees covered by this agreement shall be at a minimum eligible for leave as follows:

2. Family Medical Leave: Consistent with the federal Family Medical Leave Act of 1993, (FMLA) and the Rhode Island Parental and Family Medical Leave Act employees are guaranteed the right to up to 13 weeks of unpaid leave per year for:

- a) The birth and care of a newborn child;
- b) The placement with the employee of a child for adoption or foster care and to care for the newly placed child;
- c) Care for an immediate family member (spouse, child or parent)
- d) When the employee is unable to work because of a serious health

condition including prenatal care.

3. The leave year for FMLA purposes shall be based on a calendar year (package).

4. In addition to family members as defined by the FMLA, employees shall be permitted up to 13 weeks unpaid leave per year to care for a domestic partner or anyone where the employee is the legal guardian. The library reserves the right to require verification of the legality of said relationship.

5. Notwithstanding the provisions of the FMLA:

a) An employee who takes FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the FMLA leave period.

b) An employee taking FMLA leave for childbirth, newborn care, adoption and foster placement leave shall be allowed to voluntarily take FMLA leave on an intermittent or reduced schedule basis, as may be agreed to by the library.

6. An employee shall have the option to receive vacation pay during their FMLA leave but shall not be obligated to do so. Employees shall be obligated to use sick leave when the leave is due to the employee's serious health condition.

7. Such leaves and benefits may be extended at the discretion of the Library. The Library will not grant or deny such extensions in an arbitrary or capricious manner.

8. Health insurance (for up to six months, provided the employee continues to pay their normal co-payment), pension, long-term disability and life insurance benefits shall continue during FMLA leaves and extended medical leaves under paragraph 7 above.

9. Employees on FMLA or extended medical leaves shall have the right to return to their original positions, unless the original position no longer exists. In that case they shall be returned to an equivalent position.

Any violation either of the FMLA or of any state laws relating to family and medical leave shall be subject to the grievance and arbitration provisions of this Agreement. Any remedies provided for in federal and state laws as well as remedies provided for under this Agreement shall be applicable for any violations of these laws.

XXIX. Vacations & Personal Days

For the purpose of determining an employee's length of service, for former employees of PPL the beginning date shall be the first date on which an employee began employment with PPL. For all other employees, the length of service will begin on their hire date. The vacation entitlement for each employee will be credited on July 1 of the next contract year, according to the following schedule:

1. Twelve days vacation with pay for employees hired at the M-1 through M -3 level, and sixteen and a half days for employees hired at the M-4 level or above.
2. Sixteen and a half days vacation with pay after three full years of employment (based on anniversary date); for employees hired at the M-1 through M -3 level, and twenty two days for employees hired at the M-4 level or above.
3. Twenty-two days vacation with pay after eight full years of employment (based on anniversary date) for employees hired at the M-1 through M-3 level.

New employees hired between July 1 and December 31 of each contract year will be credited with vacation days on a prorated basis according to the above schedule based upon the employee's date of hire. Although these new employees will be credited with vacation days on their first day of employment, they will not be permitted to take vacation leave until they have completed six months of service with the Library. A new employee hired after January 1 of any contract year will receive no vacation that contract year. He or she will be allowed to carry over their accrued time into the following fiscal year since they cannot take it during their first six months.

Employees may carryover a maximum of five days of unused vacation time. Vacation days in excess of five days will be lost if they are not used by June 30th. Upon retirement or termination, the Library will pay to the employee any and all unused vacation days from that contract year, prorated to the date of termination.

Approval process: Requests for vacation leave may be submitted at any time. Requests will be considered on a first-come first-served basis, and approved or disapproved within 7 days.

Personal Days

Employees who work a regular schedule of at least 20 hours per week will be eligible for three (3) personal days per calendar year. Employees working less than 40 hours per week will on a pro-rata basis. Employees who work less than 20 hours per week will not be eligible for personal days.

Personal days will be awarded on July 1 of each year. New employees will be eligible to take personal days after 6 months of employment. Personal days cannot be carried over from year to year. Unused personal days will be paid out at termination of employment.

Personal days may used in one (1) hour increments and can be used in lieu of sick pay. It is preferred that personal time is scheduled in advance but employees have the option of using this time on short notice.

XXX. Medical and Hospital Insurance.

All regular employees who work at least 20 hours a week will be covered under the Library's current group health plan under the same terms and conditions as are applicable to other all other employees, as the same may be amended from time to time. Coverage under the plan is effective on the first of the month following thirty days of employment.

Effective July 1 2009 the employee's share for an individual plan will be 12% and for a family plan will be 35%.

If an employee is covered under another plan elsewhere he or she may waive coverage under the Library plan. The Library will pay \$56.50 monthly to an employee who waives coverage.

Healthcare Reopener

The parties agree to meet by **October 15th** or as early as possible to review and mutually agree upon any changes in health-care coverage for the next calendar year **including the plan benefits**. The parties may also utilize these joint meetings to discuss any other issues involving benefit modification or improvement. The provisions of the Strikes & Lockouts article of this agreement will remain in full force and effect during said reopener.

XXXI. Long Term Disability Insurance.

The Library will cover members of the bargaining unit whose regular schedule is at least 20 hours per week under its current long term disability insurance plan. The same may be amended from time to time.

XXXII. Life Insurance.

The library will provide members of the bargaining unit whose regular schedule is at least 20 hours per week with a \$15,000 life insurance policy.

XXXIII. Wages 3.5% across the board effective June 30, 2014

The following wage schedule applies:

POSITION	ENTRY RATE	REGULAR RATE
M-1	Cleaner no current positions	
M-2	13.68	14.40
M-3	15.95	16.98
M-4		
M-5	19.14	20.14
M-6	Maintenance Laborer/Head Custodian no current positions	
M-7	26.42	27.79

M-8

Head of Maintenance

30.67

33.12

After completion of the probationary period, the employee will receive the regular hourly rate for the classification.

~~**Wage Reopener for FY 2013-2014**~~

~~The Union and Library hereby agree to commit to work together to increase the city contribution to the library with the first priority allowing the staff to receive 3% across the board increases and be brought up to their proper step.~~

~~The Library further commits to work with the Union to send a strong and clear message to the City of the consequences of an underfunded library, that layoffs and library closures might be necessary.~~

~~Therefore, once the final amount of money from the City has been determined, the Union and Library agree to meet to determine how that money may be apportioned to the employees.~~

X XXIV. Job Evaluation.

The Library shall have the right to change existing jobs, create new jobs and write or revise job descriptions; provided, however, that if the Union is dissatisfied with the rate established for a new job or if changes to existing jobs are substantial and the rate is not adjusted accordingly, the Union may file a grievance questioning only the rate for the new or changed job.

X XXV. Uniforms.

The Library will supply uniform work shirts displaying the employee name and PCL logo to ~~and pants to reimburse bargaining unit employees,~~ which will be worn at all times members are working. Members will maintain the uniforms so that they always present a clean and neat appearance. ~~The Library will provide a yearly clothing allowance of up to \$400 to each employee, to be reimbursed twice per year.~~ The Library will also reimburse bargaining unit employees up to ~~\$200 annually~~ for the purchase of work boots.

From June 1 to September 1, maintenance staff will be permitted to wear shorts and shoes as opposed to work boots so long as it does not constitute a safety hazard (closed toes and non-skid soles are required). Acceptable shorts would not include cut-off jeans, ~~less than knee length,~~ or other similar unprofessional attire.

XXXVI Education and Training Professional Development:

The parties agree to have the Chief Operating Officer identify opportunities and establish guidelines to provide for professional development. If a training is mandatory, all staff are required to be present or will be required to make up the training with the COO or the HR Manager within two weeks. Staff must do so on paid time, will not be paid outside of their classification, and will not be paid overtime. They can schedule work time with their supervisor's permission, which shall not be arbitrarily withheld, and only if doing so does not adversely affect the schedule, and temps do not have to be called in to cover. This does not imply a guarantee of other employment or promotion within PCL, but will allow the staff to expand their skill set into new areas, and they will be given credit for the experience.

1. Time Off For School: Employees may be granted time off for taking one class per semester. Time off will be granted on a case by case basis at the discretion of the COO, as long as coverage can be reasonably provided, temps do not have to be

called, and the class is library career oriented. The employee must show proof of enrollment, and make arrangements the Facilities Manager to make up the time absent from work. The employee may use vacation time, or time off without pay if accrued time has been exhausted, or make arrangements with the Facilities Manager to make up the time absent from work, at the discretion of the Facilities Manager. Once approval is given, it cannot be revoked.

XXXVI. Duration.

This contract will expire on XXXX, and shall automatically renew itself from year to year thereafter unless, not less than sixty (60) days prior to the expiration date of the then current term, either party shall serve written notice on the other of its desire to terminate, in which event this Agreement shall terminate on the normal expiration date of the then current term.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, 2019.

WITNESS:

PROVIDENCE COMMUNITY LIBRARY

Cheryl Space
Library Director

Susan D. Gibbs
COO

WITNESS:

UNITED SERVICE AND ALLIED WORKERS
OF RHODE ISLAND

Luis Garcia

By: _____

Its: _____

Frank Grinchell

4/22/19