

Providence Housing Authority

100 Broad Street, Providence, RI 02903

LABOR AGREEMENT

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Grievance Protection Law
COLLECTIVE BARGAINING
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Teamsters Union Local #251

**A/W The International Brotherhood of
Teamsters of America**

July 2018—June 2021

COLLECTIVE BARGAINING AGREEMENT

PROVIDENCE HOUSING AUTHORITY

AND

**TEAMSTERS LOCAL #251
A/W THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, OF AMERICA**

FOR THE PERIOD

JULY 1, 2018 THROUGH JUNE 30, 2021

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AGREEMENT

AGREEMENT by and between the PROVIDENCE HOUSING AUTHORITY, hereinafter called the "Authority", and the TEAMSTERS LOCAL #251, A/W THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS OF AMERICA, hereinafter called the "Union".

ARTICLE I: PERSONS COVERED BY THIS AGREEMENT

The Authority recognizes the Union as the exclusive Collective Bargaining Agent, so certified by the Rhode Island Labor Relations Board in Case No. EE-1944, for the persons employed by the Authority, in the following classification:

Family Self Sufficiency (FSS) Coordinator	Project Assistant
Financial Coach	Property Manager – Family Housing*
Grants Management Officer	Purchasing Agent
Lead Resident Service Coordinator	Resident Service Coordinator
Network System Specialist	Senior Program Representative
Occupancy Resident Specialist II	Senior Project Manager
Operations Planner	Special Projects Officer
Procurement Officer	Staff Accountant
Program Representative	Workforce Education Employment Specialist
Program Representative II	

The parties recognize and agree that the position of Maintenance Foreman-Building & Grounds and HVAC Systems Manager are supervisory and managerial positions and, therefore, will no longer be included in this bargaining unit effective as of January 1, 2019.

* The parties further recognize and agree that upon the occurrence of any vacancy within the Property Manager positions that are currently filled, the Property Manager position in question shall no longer be considered a part of the bargaining unit. In addition, the parties recognize and agree that any and all employees hired, transferred and/or promoted into a Senior Property Manager, Property Manager, or other supervisory position shall not be part of the bargaining unit.

ARTICLE II: UNION SECURITY

For each new hire/newly promoted employee, the PHA will generate a letter to the Business Agent notifying the union of all persons hired for Teamster positions within two weeks of hire/promotion date. If requested, the PHA will provide the Business Agent's contact information. Questions related to union membership will be deferred to the Union Business Agent.

ARTICLE III: PAYROLL DEDUCTIONS OF UNION DUES

The Authority agrees to deduct from the wages of each employee, who chooses to join the union and who authorizes the Authority, in writing, to do so, such Initiation Fees, regular monthly dues and assessments that are uniform in amounts stated by the Secretary-Treasurer of the Local Union in a letter to the Employer. It being understood that the notice, by letter, is applicable only in instances of an assessment that may be declared from time to time. Such deductions shall be made in equal amounts per weekly pay period and shall be remitted to the Secretary-Treasurer of Local Union #251 in the month following the month in which they were deducted. In the event a member is not current in his/her union dues payments (for example, if a member is on unpaid leave and has not remitted timely dues payments to the Authority during such leave), it will be the Local Union's responsibility to collect any and all outstanding/past due amounts from their members.

ARTICLE IV: MANAGEMENT RIGHTS

Section 1. The Union recognizes and agrees that the management of the enterprise rests solely with the Authority.

Section 2. The assignment and direction of the working forces, the establishment and changing of work schedules with adequate advance notification, the determination of the number to be employed or retained in employment, the protection of life and property, the rights to hire, fire or release employees because of lack of work, funding, reorganization, the introduction of new and improved methods, and determination of the extent to such various facilities shall be operated or shutdown. The promulgation and enforcement of compliance with orders, safety, and other rules and regulations are matters vested exclusively in the Authority, except as otherwise expressly provided in this Agreement.

Section 3. The Authority agrees that it will not exercise any of the management rights set forth above in any way, which will discriminate unfairly against any employee.

Section 4. The Union agrees that its members who are employees of the Authority will, individually and collectively perform safe, efficient, and diligent services; that they will use their influence to protect the property of the Authority and its interests; and that they will cooperate in promoting and advancing the welfare of the Authority as a matter of enlightened self-interest, especially in the maintaining and improving operating efficiency.

Section 5. The Union agrees to cooperate with the Authority in securing the enforcement of safety rules, attendance rules and other rules established by the Authority pursuant to meaningful recognition of the Union's participation in formulating such rules affecting employees covered by this Agreement.

Section 6. The Authority, Union, or any of their authorized representatives, shall not induce, or attempt to induce anyone to violate the provisions of this Agreement, and no Agreement shall be made with any employee, or group of employees that in any way differs from or conflicts with this Agreement.

ARTICLE V: NON-DISCRIMINATION

Section 1. The Authority and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, national origin, physical disability, veterans status or age in violation of any federal or state law, nor will they limit, segregate or classify employees in any way to deprive any individual employees of employment opportunities because of race, color, religion, sex, sexual orientation, national origin, physical disability, veterans status or age in violation of any federal or state law, or engage in any other discriminatory acts prohibited by law. This Article also covers employees with a qualified disability under the Americans with Disabilities Act.

Section 2. The Authority and the Union affirm their joint oppositions to any discriminatory practices in connection with employment, promotion or training, recognizing that the public interest requires the full utilization of employee skill and ability without regard to age, race, physical or mental handicap, creed, color, national origin, sex, union membership, veteran status or sexual orientation.

Section 3. The Authority and the Union affirm their joint support of the Public Housing Authority Affirmation Action Plan for Equal Employment; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; and the Rhode Island State Fair Employment Practices Act.

ARTICLE VI: NO STRIKES OR LOCKOUTS

Section 1. The Union, recognizing that the General Laws of Rhode Island make strikes, work stoppages or slowdowns by employees covered by this agreement illegal, agrees that there will be no strikes, work stoppages or slowdowns at the Providence Housing Authority.

Section 2. The Providence Housing Authority agrees not to lock out employees covered by this agreement.

ARTICLE VII: UNION REPRESENTATION

The Authority recognizes that right of the Union to designate a reasonable number of Union Representatives, i.e. to elect one Steward and alternate by the membership.

The Union will supply the Authority with a list of representatives and keep it up-to-date. Reasonable time, without loss of pay, shall be granted for the investigation and processing of grievances.

No unauthorized member of the bargaining unit shall conduct Union affairs utilizing PHA resources which include but are not limited to paid time, facilities, computers, supplies etc.

ARTICLE VIII: DISCHARGE OR SUSPENSION

Section 1. Notice to Discharge. The Authority shall notify the Union of any contemplated discipline or discharge, and shall not discharge any employee without just cause, and without first consulting the Union, unless not reasonably possible under the circumstances.

In all cases involving the suspension of an employee, the Authority shall immediately notify the employee, in writing, of his/her suspension, and the detailed reason thereof. Such written notice shall be given to the Union Representative, the next working day from the time of such suspension.

Section 2. Payment of Wages. A discharge or suspended employee shall be paid any wages due him or her including any earned paid time off to which the discharged employee has rights to under this CBA on the next regular payday following the date of discharge.

Section 3. Notice of Appeal of such discharge or suspension must be made to the Authority by the Union within five (5) days from the date of such discharge or suspension.

Section 4. Reinstatement in Case of Unjust Discharge or Suspension. An employee who has been unjustly discharged or suspended shall be fully reinstated in his or her position and compensated at his or her usual rate of pay for lost work opportunity. If the Union and the Authority are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery of the

case, as set forth in Article IX within five (5) days after the above Notice of Appeals is given by the Union to the Authority.

Section 5. Probationary Period. Notwithstanding any provision in this Agreement, the Authority may discharge an employee prior to completion of his or her one hundred eighty, (180) day probationary period, without recourse to the grievance and arbitration procedure. Employees who terminate their employment with the Housing Authority via resignation, retirement or termination, prior to the completion of their probationary period are ineligible to receive any accrued sick leave, vacation leave or personal days.

Section 6. Disciplinary Action. The parties agree that, in the interest of maintaining modern progressive disciplinary practices, all records of disciplinary action taken against an employee for a minor infraction (such as tardiness, sick leave abuse, etc.) shall be removed from his or her personnel file after a twenty-four (24) month period during which there were no repeated incident(s) of the same nature. The parties further agree that the records of major infractions (such as fighting, insubordination, stealing, etc.) shall remain in an employees' personnel file unless the Executive Director, upon consultation with the Union Business Manager, agrees to remove these records. Any question as to the status of an offense as a "minor" or "major" infraction shall be resolved by the Executive Director and the Business Manager. Their joint decision shall be considered binding. In the event of disagreement, either party may submit the issue to arbitration. Records so removed shall not be referenced in any subsequent disciplinary proceedings.

ARTICLE IX: GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievances. It is mutually understood and agreed that all grievances of employees or the Employer arising herein shall be dealt with as provided in this Section, namely:

Step 1. Within ten (10) working days of notice of the act or omission giving rise to the grievance, or within ten (10) working days from when the grievant should have been reasonably aware of the act or omissions, the grievant shall notify the Union Steward. The Union Steward will attempt to resolve the matter with the grievant's immediate supervisor within five (5) business days. Business days are, for the purpose of this Article, shall be defined as Monday through Friday, excluding holidays.

Step 2. In the event the grievance is not satisfactorily resolved in Step #1, the Business Agent of the Union shall present such

grievance in writing to the Human Resource Officer within five (5) business days.

- Step 3. If unable to reach a satisfactory resolution within five (5) business days, the Union shall submit the grievance in writing to the Executive Director who must then respond to the Union in writing within seven (7) business days.
- Step 4. In the event the grievance is not satisfactorily resolved within the next five (5) business days, either party may submit the cause to arbitration.

Any grievance which is not filed or advanced to the next step in accordance with the time limits set forth above shall be deemed to be withdrawn unless the parties agree in writing to extend the time limits.

Section 2. Arbitration. It is agreed that should any charge of violation of this Agreement, or any charge of discrimination, or any other grievance or dispute arise between the parties hereto, an attempt shall be made between the parties to settle such controversy amicably.

In the event such controversy cannot be settled amicably the matter shall be referred to the American Arbitration Association, within fifteen calendar (15) days after the expiration of the last grievance period, for assignment to an impartial arbitrator or Arbitration Board whose decision in the matter shall be final and binding upon both parties. The expense of such arbitration, other than that incurred separately, shall be borne equally by both parties, provided, however, that if the Arbitrator decides that the party seeking the arbitration acted in bad faith, said party shall pay full costs.

Section 3. It is understood that in case of wrongful discharge or disciplinary action, the Arbitrator may order reinstatement of the employee with back pay and without loss of any rights, provided that the Union shall have submitted their grievance in accordance with the grievance and arbitration procedures provided herein.

Section 4. Arbitrator's Decision. The decision of the Arbitrator as to matters arising out of this Contract will be final and binding on both sides. The Arbitrator shall have no power to alter, amend, add or deduct from the arrangement of this Agreement, nor shall the Arbitrator have any power with respect to any right or grievance for any period prior to the effective date of this Agreement.

ARTICLE X: STABILITY OF AGREEMENT

No agreement, understanding, or variation of the terms or provisions of this Agreement herein contained, shall bind the parties hereto, unless made and executed in writing by the parties hereto. No individual Agreements shall be made with any employee, concerning matters covered by this agreement.

The failure of the Authority or the Union to enforce, in any incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Authority or of the Union to future performance of any provision of this Agreement or any such terms or conditions, and the obligations of the Union and the Authority to such performance shall continue in full force and effect.

ARTICLE XI: SENIORITY AND PROMOTION

Section 1. Definition. Seniority shall be determined as length of continuous service with the Authority. Seniority shall be acquired by a regular fulltime employee after completion of his or her one hundred eighty (180) calendar day probationary period, at which time seniority shall be retroactive to the first day of employment.

No form of discipline, including but not limited to suspension and discharge, issued to a temporary or probationary employee, nor the termination of such employee, shall be subject to the grievance and arbitration provisions of this Agreement.

Section 2. The term “**temporary employee**” shall mean any individual employed for a limited and defined period of time not to exceed 180 days unless agreed to between the Executive Director and Business Agent. Temporary employees shall not be subject to the terms and conditions of this Agreement, will be paid not more than \$1.00 per hours less than the lowest paid for their classification, will be laid off prior to any permanent employee in their classification and will not be used to displace permanent employees before temporary employees.

Section 3. Accumulation. Seniority shall accumulate during absence, because of illness, injury, vacation or other authorized leave or layoff for not more than twenty-four (24) months.

Section 4. Break in Seniority. Seniority shall be broken when an employee:

1. Failure to report to work on or before the second working day after recall provided member is notified of recall in writing to his/her last known address in advance;
2. Voluntary quit;
3. Discharge for just cause;

4. Exceeds an authorized leave of absence after being issued a return to work date by the authority which had been sent to his/her last known address via certified mail or is laid off for a period in excess of 24 months;
5. Absence from work without notice to the PHA for two (2) consecutive workdays unless prevented from doing so by an unforeseen emergency;
6. Absence from work for more than twelve (12) consecutive months for any reason other than military service, on-the-job injury, or reasonable accommodation;
7. Layoff for a period exceeding the period during which an employee has recall rights;
8. Conviction of a felony by an employee;
9. Falsification of public records by the employee or causing same;
10. Being under the influence of illegal substances or on alcohol while on duty.

Section 5. Posting Seniority List. The Authority shall maintain and post a seniority list showing the names, positions, and date of entering service covered by this Agreement. The list will be posted promptly on appropriate bulletin boards, accessible to all employees affected. The roster will be revised and posted in January of each year and will be open to protest and correction for a period of thirty (30) calendar days from the date the list was posted. Upon proof of error presented by an employee or his representative, such error will be corrected and posted as a revision.

Section 6. Reduction in Workforce. In the event of a layoff, employees by department and classification shall be subject to layoff in the order of their seniority standing, the most junior employee being laid off first. An employee receiving notice of layoff shall have the right to bump into a position held by any less senior employee in any other equal or lower paid classification provided that the employee exercising his or her right to bump has the ability to perform the duties of the position into which he or she exercises the right to bump.

In the event that an employee who receives notice of a layoff and who bumps a junior employee is deemed unqualified to perform the work after a break-in period of ten (10) working days, he or she may be laid off with no further bumping rights with respect to such layoff. As a point of clarification, the issue of the employee's qualifications for the position he or she bumped into may be grieved and ultimately submitted to arbitration. The employee may still be laid off during the course of grievance and arbitration procedure. However, if it is subsequently decided that the employee was in fact qualified for the position, the employee

shall be reinstated to the position he or she bumped into and be made whole for all losses.

Within 24 months of date of downgrade or layoff, any employee who has been downgraded or laid off as a result of a reduction in force shall be recalled to his former classification in accordance with his or her seniority.

Where licenses are required by law, only a licensed employee may bump into that position.

Section 7. Bidding on Permanent Vacancies or Openings. Whenever a vacancy or opening occurs, notice for bids on such vacancies or openings shall be posted immediately in a conspicuous place.

Section 8. Determining Factor in Filling Permanent Vacancies or Openings. The vacancy or opening shall be filled on the basis of qualifications and ability as agreed by the parties. Where qualifications and abilities are equal, seniority shall be the determining factor.

In the event the Authority has a need to fill positions covered by this Agreement, employees of the Authority qualified by ability shall be given preference before hiring new employees. In the event an employee is absent due to a Workers' Compensation injury, Family Medical Leave, or any other extended leave, they shall be notified of said vacancy or opening by mail.

An employee of the Authority who has completed his or her probationary period, and who is interested in filling the vacancy or opening, shall apply, in writing, to the Human Resource Officer prior to the expiration date of the announcement, a copy of such application shall be furnished to the Union upon request.

Whenever an appointment is made, in accordance with the provisions of this Section, to fill a vacancy or opening, the name of the applicant designated shall be posted on all bulletin boards used for vacancy and opening announcement purposes, within five, (5) working days after the date of appointment.

After five (5) working days temporarily performing the daily functions of a higher paying position of an employee who is on vacation or after five (5) working days temporarily filling a higher paying position of an employee who is absent for reasons other than vacation, employees will be paid at the new hire rate of pay for all hours actually worked when performing the daily duties associated with the higher paying position than their normal rate of pay. The Housing Authority will allow no more than two employees to fill higher job classifications when covering for an employee on vacation or for reasons other than vacation.

Section 9. Job Vacancies. It shall be the policy of the Authority during the life of this Agreement to give to members in good standing, in the Union, the opportunity to fill job vacancies in positions covered by this Agreement, provided such persons are available and qualified to perform the job in which the vacancy exists, in accordance with the provisions in Article XI, Section 8. Written notice of job vacancy or opening shall be sent by the Authority to the Union Steward whenever such vacancy or opening occurs.

Section 10. If there is a modification of an existing classification, which substantially changes the job content, the Authority will meet with the Union representatives to establish the rate applicable thereto. If no agreement is reached within thirty (30) days after the first meeting, then the Authority may introduce the modified classification and the Union may take the matter to arbitration. If the arbitrator determines that a rate higher than set by the Authority is appropriate, the difference shall be paid to the employee involved, retroactive to the original date of the introduction of the modified classification and rate.

Section 11. Time in Grade/Promotion. An employee promoted to a new position shall be required to serve in that position for twelve (12) months in order to be eligible to bid on another vacancy or opening. This provision may be waived by the Executive Director if the parties agree that the waiver is in the best interest of the PHA. Requests to waive this provision shall not be unreasonably denied.

Section 12. Probationary Period after Promotion. There will be a thirty (30) calendar day probationary period for all newly promoted persons. If, in the opinion of the Department Director, the individual promoted to a new position does not fulfill the requirements of the new position, he/she shall be returned to his/her former position at any time within the thirty (30) day period, provided there was a reasonable probationary period and the Director's decision was reasonable. The employee may also opt to return to their former position within five (5) working days without prejudice.

Section 13. Job Testing. Management has the right to administer a job-related test approved by the parties to all candidates applying for a position within the PHA.

Section 14. Performance Evaluations. The Authority has the right to evaluate the performance of its employees through written annual performance evaluations (P/E). Employees are required to acknowledge their P/E by signing the P/E form. Any employee, who disagrees with the evaluation provided them by their immediate supervisor may provide written response to the evaluation. Each response will be attached to the original P/E and kept in the employees permanent personnel file. A copy of the employee's P/E will be provided upon request. Performance evaluations shall not be considered disciplinary in nature.

Section 15. No employee salary negotiations shall be entertained without union representation. All salary negotiations, other than those awarded through job postings and reorganization shall be presented to the Union.

Section 16. The Housing Authority agrees to notify the union of any changes in job descriptions, titles and responsibilities prior to the effective date of the change.

ARTICLE XII: WAGES

Section 1. Effective and retroactive to July 1, 2018, each employee shall receive a wage increase of 2%.

Effective July 1, 2019, each employee shall receive a wage increase of 2%.

Section 2. Employees eligible for a travel allowance will be reimbursed for mileage according to the Authority's Travel Policy at the rate established by the Internal Revenue Service.

Section 3. Only those Property Managers covered by this Agreement on July 1, 2015, shall retain their current higher wage structure providing a change of position or a loss of units is not initiated by the employee.

ARTICLE XIII: HOURS OF WORK – OVERTIME

Section 1. For Administrative Personnel, the regular workweek shall generally consist of five (5) seven-hour days, Monday through Friday, inclusive. The regular work shift for workers shall commence at 8:30 a.m. and shall conclude at 4:30 p.m. with a one (1) hour unpaid lunch period.

Summer hours for Administrative Personnel shall commence at 8:00 a.m. and shall conclude at 4:00 p.m. with a one (1) hour unpaid lunch period and shall be in effect from Memorial Day to Labor Day.

Section 2. Time and one half (1½) the regular rate shall be paid for work performed by employees provided for in Section 1, in excess of seven (7) hours in any day or thirty-five (35) hours in any workweek. Time and one half (1½) the regular rate will be paid for work performed on Saturday and Sunday unless schedule adjustments have been made.

Section 3. Where grant funding does not allow for overtime, compensatory time, accrued at the rate of one and one half (1½) hours for each hour worked, may

be provided for those hours, approved in advance by the Executive Director, which are worked in excess of seven (7) hours in any day or thirty-five (35) hours in any workweek. Requests to use compensatory time must be approved by the employee's immediate supervisor. Employees are able to view their accrued time balances utilizing the Housing Authority payroll software system.

Section 4. An employee who is called into work for unusual or emergency circumstances, shall be paid at the rate of time and one-half (1½) for all such hours worked, but in any event shall be guaranteed three (3) hours pay at said rate, provided, however, that no employee shall receive such guaranteed call back time more than once in any one calendar day.

Section 5. In the event a "State of Emergency" is declared, all essential personnel called in to work shall receive in lieu of contractual wages, one hour of overtime pay for each hour worked.

If any employee reports for work during the regular workweek (Monday through Friday), and is sent home for lack of work, he/she shall be guaranteed a full day's pay.

Section 6. The Authority has the right to temporarily adjust work schedules of employees in the Resident Services Department, Strategy & Development Office, Leased Housing and the Tenant Selection Office by no more than three (3) hours earlier or later than the hours specified in Sections 1 and 2, with as much notice as practical but no less than 10 business days' notice, in order to meet the needs of residents.

ARTICLE XIV: HEALTH INSURANCE

Section 1. Health insurance.

(a) The Authority agrees to provide to all regular fulltime employees and members of their eligible family a comprehensive health insurance plan substantially equivalent to the one currently provided to employees. The parties recognize that the health insurer may cease to provide any product at any time and that the Authority then will be obligated only to provide such insurance plan as the insurer may substitute, or another substantially equivalent plan offered by another insurer. The parties agree to the Housing Authority's incorporation of a \$3,000/\$6,000 deductible health insurance plan. However, employees are only responsible for the first \$250/\$500 per calendar year of this deductible. The Housing Authority's Health Reimbursement Account (HRA) will fund the difference.

(b) The Authority also agrees to provide Delta Dental level III for all regular fulltime employees and members of their eligible families. The parties recognize that the health insurer may cease to provide product at any time and that the Authority then will be obligated to provide such insurance plan as the insurer may substitute, or another substantially equivalent plan offered by another insurer.

(c) The Authority will pay a percentage of the premium for health and the entire dental insurance benefits subject to the following. Employees shall be required to contribute the following percentage of premium_co-payments:

<u>Health Plan Salary Tier</u>	
<u>\$0.00 - \$39,999.</u>	- 13%
<u>\$40,000.to \$49,999.</u>	- 15%
<u>\$50,000. +</u>	- 18%

(d) Health care co-payments listed above will remain in effect for the 2019 fiscal year. Employee contributions towards health insurance will be open for negotiations on an annual basis.

(e) The Authority will continue to provide a system allowing pre-tax payment of any required insurance co-payments.

Section 2.

(a) Any employee who is entitled to the benefits provided in Section 1 above who has group health insurance coverage under a spouse's plan outside of the Housing Authority comparable to the benefits provided by the Housing Authority's plan, may elect to waive benefits provided for above by completing the eligibility requirements set forth in (b) below and, said individual shall at the conclusion of the fiscal year in which benefits were waived, be paid fifty (50%) percent of the Authority's actual cost of the health insurance individual coverage provided for in Section 1 above for the waiver of an individual plan or eighty-five (85%) percent of the Authority's actual cost of the health insurance individual coverage provided for in Section 1 above for the waiver of a family plan.

(b) To be entitled to a waiver payment, an employee must: (1) Present evidence satisfactory to the Authority that he/she is otherwise insured has group coverage under a parent/spouse's plan with substantially equivalent benefits; (2) Execute a waiver supplied by the Authority attesting they have **group** health insurance coverage under a parent/spouse's health insurance plan comparable to the health insurance coverage offered by the Housing Authority releasing the Authority and the Union from any and all claims that may arise out of the employee's voluntary act of waiving benefits; (3) Employees who choose to

purchase health insurance through an individual, state or federal marketplace/exchange program will not be eligible for a medical opt out (buyback) payment.

(c) Any employee who waives coverage pursuant to this Section who becomes otherwise uninsured during the plan year must inform the Authority of this change of status immediately and must re-enroll in the Authority's plan. Said employee shall be re-enrolled as soon as possible pursuant to the rules of the health care insurer/provider.

(d) Employees who are re-enrolled pursuant to (c) above or leave voluntarily leave the employ of the Authority, shall receive a portion of the waiver payment provided for above based upon the period of the fiscal year in which coverage was waived, pro-rata.

(e) Employees who waive the benefits provided in Section 1 above may, at the election of the employee, retain Delta Dental coverage.

Section 3. For all employees hired before July 1, 2000, the Authority will provide a Medicare Supplemental Plan with benefits comparable to the current 2013 supplemental plan individual coverage, supplementing Medicare coverage, for any employee who retires at the age of 65 or later with twenty-five (25) years or more service within the Providence Housing Authority and who is not otherwise eligible for medical benefits. To be eligible, a former employee must sign a statement to that effect each and every year he/she desires to participate in the program.

Section 4. For all employees hired before July 1, 2000, the Authority shall pay for Section 1 individual benefits for any employee who retires at age 62 with twenty-five (25) years of service until the retiree attains age 65. Such retirees must not be otherwise eligible for medical benefits and must sign statement to that effect each and every year he/she desires to participate in the program.

Once the retiree reaches the age of 65, the Authority will convert the coverage to a Medicare Supplemental Plan and continue the employee's coverage pursuant to the terms and conditions outlined in Section 3 above.

Section 5. The Authority shall have the right at any time during this Agreement to provide benefits substantially equivalent to those set forth under this Article under a different Plan with reasonable prior notice. If the Union contests the substantial equivalence of coverage, it may grieve and arbitrate the change.

ARTICLE XV: PENSION

Section 1. This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.

(a) Commencing with the 1st day of July, 2018 and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments in trust to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this Collective Bargaining Agreement, whether such employee is a regular or probationary employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement, as follows:

Effective and retroactive to July 1, 2018, for each work week or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of One Hundred Fifty-Two Dollars per week to the New England Teamsters and Trucking Industry Pension Fund for each employee from the first hour of employment in such week.

Effective July 1, 2019, for each work week or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of One Hundred Sixty-Four Dollars per week to the New England Teamsters and Trucking Industry Pension Fund for each employee from the first hour of employment in such week.

For purposes of this section, each week for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If a regular employee (as defined in the Collective Bargaining Agreement) is absent because of illness or-off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contribution at a rate of forty (40) hours for each week until the employee returns to work; however,

such contributions for forty (40) hours shall not be paid for a period of more than twelve (12) months.

(b) The Employer has reviewed and acknowledged a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 1, 1958 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

(c) The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

(d) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope of and/or covered by this Collective Bargaining Agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this section of the Collective Bargaining Agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this Collective Bargaining Agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under reported and/or underpaid, fails within twenty (20) days after such notification to object or to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72 hour notice to the Employer, to take reasonable steps necessary to secure compliance with this Agreement, any provision of this Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for actual losses resulting there from. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees. The Employer's liability for payment hereunder shall be subject to the Grievance Procedure and/or Arbitration if such is provided in this Agreement.

(e) No oral modification of this section regarding pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this Collective Bargaining Agreement and covered by this section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

Section 2. Defined Contribution Plan. The Authority will continue to provide to employees a Defined Contribution Plan.

ARTICLE XVI: FEES/OTHER

Section 1. Bond, Physical Examination and Identification Fees. Cost of any bond, physical examination or identification card requirements shall be borne by the Authority.

Section 2.

(1) Protection of Conditions. The parties agree that past practices established as prescribed by the Rhode Island Supreme Court as of July 1, 2000, shall not be modified by this Agreement unless expressly stated otherwise. The Employer reserves the right to discontinue or diminish any past practice, provided the Employer, in doing so, shall not discriminate against employees covered by this Agreement.

(2) Extra Contract Agreements. The Authority agrees not to enter into any Agreement or Contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be rendered null and void.

(3) Personnel Policy. In the event that any personnel rule conflicts with the provisions of this Contract, the Contract shall prevail.

(4) Copy of Agreement. The Providence Housing Authority shall, when requested, furnish employees in the bargaining unit with a copy of this Collective Bargaining Agreement.

ARTICLE XVII: HOLIDAYS

Section 1. All employees who are not on authorized leave will be eligible for one (1) day's pay for the following holidays, provided they work their last scheduled work day prior to, and their first scheduled work day, after the Holiday, except in the case of proven illness, injury, or extenuating circumstances, or unless absence has been mutually agreed to. The Holidays to be observed are as follows:

New Years' Day	Columbus Day
Martin Luther King Day	Armistice Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July Fourth	Christmas Day
Victory Day	Day after Christmas
Labor Day	

Election Day (Even/General Election Years Only)

- ½ Day before Christmas Day (unless Christmas Day is on a Sunday or Monday)
- ½ Day before New Years' Day (unless New Year Day is on a Sunday or Monday)

Section 2. The above-recognized Holidays shall be Holidays with pay when they occur during the regular workweek from Monday through Friday, provided that any such Holiday, which occurs on Sunday, shall be observed on Monday and shall be a Holiday with pay. If any of the above Holidays fall on Saturday, it shall be observed on Friday, without a loss of pay, unless such Holiday is officially observed on Monday or some other day. In the event Victory Day is abolished as a Holiday it shall be replaced by another day mutually agreed upon by the parties. The Executive Director reserves the right to provide compensatory time in lieu of the day off for any non-legal holiday.

Section 3. Employees who have completed their probationary period may take two paid personal days per calendar year for any reason upon forty-eight (48) business hours' notice to their supervisor. Employees promoted to a new position must serve in that position for 30 days before being eligible to use their accrued personal time. Personal days must be used before the end of the calendar year or be forfeited. Personal days may be used to supplement holidays or vacations with the approval of the employee's supervisor. In documented and verifiable emergencies, forty-eight (48) hour notice may be waived by the Executive Director. Requests to waive this provision shall not be unreasonably denied.

Section 4. Employees returning to work following Family Medical Leave or Workers Compensation must work the entire scheduled day prior to and the entire scheduled day following the holiday in order to be paid for the holiday.

ARTICLE XVIII: VACATION LEAVE

Section 1. Vacation leave shall be credited to regular, fulltime employees-actively working as follows:

Length of Employment on Employee's Anniversary Date	Vacation Hours Credited Per Month
0 to 4 Years	5.9 Hours per Month
5 to 8 Years	8.8 Hours per Month
9 to 12 Years	11.7 Hours per Month
13 to 16 Years	14.6 Hours per Month
17 Years or More	17.5 Hours per Month

Employees hired after July 1, 2015 shall be capped at 14.6 hours per month.

Section 2. No newly hired employee may take vacation prior to the completion of his/her one hundred eighty (180) day probationary period. New employees will be credited with vacation hours on a pro-rata basis for the first month in which they are employed.

Section 3. It is recognized by the parties that there are certain employees who are desirous of not taking their full annual vacation leave. In these cases, employees who do so may accrue said vacation leave from year to year. Employees who intend to accrue said vacation leave may only accrue up to eight (8) weeks of vacation. No employee will be compensated for more than eight (8) weeks unused vacation time upon his/her departure from the Authority.

Section 4. Vacation leave and/or compensatory time can only be used after prior approval by an employee's immediate supervisor/department director. Requests for Vacation leave shall not be unreasonably denied.

Section 5. The Authority agrees that vacations shall be granted to all employees, when requested, in the order of their seniority, except where unusual and/or extenuating circumstances prevent granting such vacations. In such events, the employee's supervisor and the employee shall make other satisfactory arrangements immediately thereafter, and as close to the employee's choice as possible.

Section 6. Employees, who are absent from work because of a Workers' Compensation injury or illness, layoff, or leave, including Family Medical Leave, must work at least half of the month in order to accrue vacation time for the month.

Section 7. Notwithstanding the above restrictions on vacation leave, and in the event of a bona fide family or other emergency, an employee requesting vacation, for good cause shown, as determined and approved by the Executive Director, shall be granted unscheduled vacation leave.

Section 8. Notification. Employees are required to request vacation leave of more than two (2) day as soon as possible, but not less than 10 business days prior to the actual date of leave. Two (2) vacation days or less requires forty-eight (48) business hours' notice and approval by supervisor. Such requests shall not be unreasonably denied.

ARTICLE XIX: SICK LEAVE

Section 1. Sick leave is the number of days, which may be granted to an employee without deduction from regular compensation:

- (a) When incapacitated for the performance of his/her duties by sickness or injury.
- (b) For medical, dental or optical treatment or examination;
- (c) When, through exposure to contagious disease, the presence of the person at his/her post or duty would jeopardize the health of others;
- (d) By reason of the serious illness or injury of a member of an employee's household, requiring the care and attendance of the employee and limited to seven (7) days in any year.
- (e) Any other bona fide family or other emergency requiring the employee's immediate attention.

The parties affirm that sick leave privileges are designed exclusively for legitimate absences caused by instances rising from Section 1 (a) through (e) above. Abuse of sick leave may result in suspension without pay or discharge.

During the 2018-2021 contract years, the first two days only, taken by an employee as sick leave, as outlined in section 1 (e) above, shall, at the employee's option be first discharged against the employee's vacation leave balance (i.e.: emergency vacation). Unless the employee then applies and is approved for Family Medical Leave, remaining absences for sick leave will be discharged against the employee's sick leave balance.

At the Executive Directors' discretion, employees may be granted up to 3 days of advanced sick leave for a bona-fide illness, provided that they are able to reimburse the Authority with future accruals. Advanced sick leave and reimbursements must be completed within the calendar year.

Section 2. Sick leave credit will begin at once for all employees starting work prior to the sixteenth day of the calendar month. Otherwise, credit will be on the last

day of the month following employment and will accumulate each calendar month thereafter. No sick leave with pay may be granted to any newly hired employee until the employee has reached their 91st day of employment.

Section 3. Satisfactory proof may be required for any period of sick leave in excess of three (3) days or where abuse is reasonably suspected under the circumstances.

Section 3a. Sick Leave. If, after reporting for work, an employee becomes ill and needs to leave the workplace, sick leave may be used on an hour for hour basis. If an employee calls in sick before their regularly scheduled shift but then reports to work later in the shift, sick leave may be used on an hour for hour basis.

Section 4. Sick leave with pay shall be credited at the rate of one day for each calendar month of employment actually worked up to the maximum of twelve (12) working days per year. All unused sick leave earned after January 1, 1988, must be cashed in annually; none may be carried forward. Reimbursement rates will be as follows:

SICK LEAVE REIMBURSEMENT	
# OF DAYS OF SICK LEAVE	REIMBURSEMENT RATE
4 or less	\$1.00 (on the dollar)
5 or less	\$.75 (on the dollar)
More than 6	\$.50 (on the dollar)

Annual reimbursement will take place early in December of each year. Employees who leave prior to the completion of a full year will be reimbursed for unused sick leave on a pro-rata basis consistent with the schedule cited in this Section.

Section 5. All sick leave taken as permitted in Section 1 above shall be first charged against Section 4 leave until Section 4 leave is exhausted. Thereafter, it shall be charged against pre-January 1, 1988 leave.

Section 6. Upon separation from the Providence Housing Authority or death, employees who have completed their probationary period (or their estate) shall be reimbursed in cash on the effective date of separation or death in an amount equal to one-half (½) of all unused sick leave accumulated before January 1, 1988, up to one hundred eighty (180) days.

Section 7. All employees must participate in the Rhode Island Temporary Disability Plan effective, January 1, 1988.

Section 8. No advance of sick leave may be granted, except as stated in Section one (1) above.

Section 9. Supplemental Disability Benefits. All employees sustaining a disabling injury arising out of and during the course of his/her employment and entitled to compensation under the Workers' Compensation Act may receive, for the duration of such compensation and while sick leave credits are available, that portion of his/her regular wages or salary in the form of sick leave benefits, which together with said compensation, will equal his/her regular pay. At no time, however, may an employee receive more than his/her regular wages or salary as a result of combined Workers' Compensation or sick leave payment.

In order to maintain regular earnings to the highest degree possible, sick leave may be paid up to the extent of available credit until payment under Workers' Compensation Act begins.

Section 10. No employee accumulates Sick Leave while out on Workers' Compensation when Workers Compensation taken is more than ten (10) consecutive working days. Employees on Workers' Compensation are to be treated as those employees on layoff except that the Authority agrees to pay for health insurance for a period not to exceed twelve (12) months.

Section 11. Absence from work in excess of sick leave provided in Section 4 shall be considered unpaid leave. Abuse of leave or excessive absences may result in disciplinary action up to and including discharge.

Section 12. Except in cases of bona fide emergency, all employees working a normal day shift shall notify their immediate Supervisor, or have another party notify their immediate Supervisor, prior to the beginning of their shift of each working day, in the event they will not be able to report for work.

Section 13. Except as provided in Section 10 of this Article, employees who are absent from work because of Workers' Compensation illness or injury, layoff or leave, including Family Medical Leave, must work at least half of the month in order to accrue sick leave for the month.

ARTICLE XX: OTHER LEAVE

Section 1. Bereavement Leave. Bereavement leave shall be a five (5) business *day period next commencing with the date of death in the employee's* immediate family, including said date of death. The immediate family is defined as: parent, step parent, spouse, parents of spouse, children, step children, brothers, step brothers, sisters, step sisters, of the employee, or any relative residing

in the same household. Employees covered by this Agreement shall have the right to one (1) day to attend local funeral services of relatives other than immediate family, as outlined above. Employees are required to provide the name and relation of the bereaved to their immediate supervisor.

Section 1a. Employees may request unscheduled vacation or leave if they wish to supplement bereavement.

Section 2. Personal Leave of Absence. Any employee covered by this Agreement, desiring a leave of absence, shall secure written approval from the Authority and the Union. Such leave without compensation shall not exceed six (6) months and may be renewable for like periods. Requests for personal days shall not be unreasonably denied.

Section 3. Jury Duty. An employee called to Jury Services shall be paid his/her regular salary. Until satisfactory documented evidence of jury service is provided, all time so taken shall be charged as vacation.

Section 4. Military Leave. An employee who leaves his/her position to enter military service in time of war or national emergency, or who is drafted, shall be granted military leave of absence with no loss of seniority, provided he/she make application for reemployment within the guidelines of the USERRA. He/she shall be restored to his/her former position of equal grade, for which he/she is qualified.

Leave of Absence shall be granted to an employee who is a member of the National Guard or Organized Reserve, to fulfill his/her annual tour of duty requirement. This leave period is normally two (2) weeks and shall not exceed seventeen (17) days.

The Authority shall make up the difference between the normal pay of individuals fulfilling an annual tour of duty requirement and that paid by the Government. Government pay shall include all monetary rewards, regardless of source.

Section 5. Conventions of Veterans' Organizations. An employee, who is veteran, as defined in Section 21, Chapter 32, of the General Laws, may be permitted leave of absence, without loss of pay, for the purpose of attendance as a Delegate or an Alternative in the event that the Delegate cannot attend, the State of National Conventions of Veteran Organizations, as designated from time to time, during the life of this Agreement.

Section 6. In the event of an employee's demise, all accrued sick, vacation and compensatory time due the employee shall be paid to the employee's beneficiary.

ARTICLE XXI: SAFETY

Section 1. Both the Authority and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices and rules for the protection of employees and the public.

ARTICLE XXII: SEVERABILITY

In the event that any clause in this Agreement becomes invalid by reason of State or Federal Law, the remainder of the Agreement shall continue in full force and effect.

ARTICLE XXIII: MISCELLANEOUS

Section 1. Any alteration or modification of this Agreement shall be binding only if it is in writing, signed and ratified by both parties hereto.

Section 2. Examinations.

(a) It is agreed that a PHA selected physician may examine an employee who reports an illness or injury whether job related or not and/or to determine whether or not an employee is ready to return to work.

(b) In accordance with the Americans Disabilities Act, as amended, The PHA shall have the right to require employees to submit to medical examinations where the PHA has a reason to believe that an employee cannot perform an essential function of their job because of a physical or mental impairment.

(c) If the Authority elects to send an employee to a medical examination, in accordance with this Article, the Authority will provide the Union with notice of the same.

ARTICLE XXIV: DURATION OF AGREEMENT

Section 1. The provisions of this Agreement shall remain in effect from July 1, 2018 through June 30, 2021, and shall continue thereafter from year to year, unless either party to the agreement gives notice, in writing that it desires to modify, terminate, or change this Agreement.

Section 2. (a) Notwithstanding the provisions of Section 1 above, the Authority and the Union will reopen negotiations for the sole purpose of negotiating over wages, pension and health care co-pays, provided notice is given by the Union

to the Authority prior to January 3, 2020 for the contract year beginning July 1, 2020.

(b) On and after January 3, 2021, the Union shall notify the Authority of the terms and provisions it desires in the succeeding Agreement and any agreements reached shall be retroactive to the above anniversary dates of this Agreement, and both parties shall forthwith proceed to engage in negotiations with respect thereto.

AUTHORIZED SIGNATURES

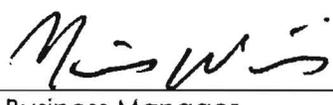
PROVIDENCE HOUSING AUTHORITY

TEAMSTERS UNION LOCAL #251,
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS OF AMERICA, AFL-CIO



Executive Director Date

8/13/19



Business Manager Date

8/13/19



Human Resource Director Date

8/13/19