

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-1: For each account shown on Schedule 1 of Mr. Woodcock's testimony, please provide the actual costs incurred for each of the past five years.

Response: The actual cost incurred for each account shown on Schedule 1 of Mr. Woodcock's testimony for each of the past four years were included on Schedule DGB-2 from Mr. Bebyn's testimony. Regarding fiscal year 2003, which would make up the fifth year of data requested, this data has been included on the accompanying schedule. See Attached.

Prepared by: D. Bebyn

FISCAL YEAR
ACTUAL REVENUE & EXPENSES
PAWTUCKET WATER SUPPLY BOARD

Attachment
to the Response
to DIV 1-1

	BUDGET ACCOUNT DESCRIPTION	FY 2003 ACTUAL REVENUES
REVENUE		
	Meter Sales	\$ 8,324,506
	Sales for Resale	789,328
	Public Fire Protection	526,851
	Private Fire Protection	268,006
	Penalties Water Account	76,940
	Service Installation & Service Fees	170,008
	Other Financing	0
	Customer Service Charge	1,471,700
	Misc. Revenue	7,840
	Gain (Loss) Disposal Property	0
	Non-Operating Rental Income	20,646
	Interest Income	30,965
	Interest Inc,- Restricted	-
	Grant Revenue	124,990
	Land Acquisition-WRB grant	-
	State Surcharge .01/100 Gallons	72,578
	Misc. Non Operating Revenue	-
	Earth Tech Reimb Revenue	-
	TOTAL REVENUE	\$ 11,884,360

FISCAL YEAR
ACTUAL REVENUE & EXPENSES
PAWTUCKET WATER SUPPLY BOARD

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	FY 2003 ACTUAL EXPENSES
BUDGET ACCOUNT DESCRIPTION	
EXPENSES	
<i>Source of Supply Expenses</i>	
Salaries & Wages - (601)	\$ -
Salaries & Wages - Payroll Taxes	-
Employee Pensions & Benefits (604)	30,217
Purchased Power (Account 615)	13,282
Materials and Supplies (Account 620)	-
Transportation Expenses (Account 650)	17,848
Miscellaneous Expense (Account 675)	9,995
Security Service	68,822
Education Training	-
Maint of Misc Plant	106,829
Other Utilities	-
<i>Total Source of Supply Expenses</i>	246,993
<i>Purification Expenses</i>	
Salaries & Wages - (601)	665,539
Salaries & Wages - Payroll Taxes	52,224
Purchased Power (Account 615)	600,192
Chemicals (Account 618)	504,928
Miscellaneous Expense (Account 675)	41,265
Education Training	4,920
Maint of Structures	-
Maint of Collection Reservoirs	-
Maint of Misc Plant	-
Op & Maint DBO	-
Other Utilities	41,593
Lab Testing	79,872
<i>Total Purification Expenses</i>	1,990,533
<i>Transmission & Distribution Expenses</i>	
Salaries & Wages - (601)	803,176
Salaries & Wages - [Engineering] (601)	218,735
Salaries & Wages - Payroll Taxes -	65,666
Salaries & Wages - Payroll Taxes - [Engineering]	29,322
Salaries & Wages - Police Details	-
Employee Pensions & Benefits - (604)	213,019
Employee Pensions & Benefits - [Engineering] (604)	74,909
Materials and Supplies - (Account 620)	43,774
Materials and Supplies - [Engineering] (Account 620)	12,888
Rental of Equipment (Account 642)	-
Rental of Equipment - [Engineering] (Account 642)	-
Transportation Expenses - (Account 650)	36,815
Transportation Expenses - [Engineering] (Account 650)	7,969
Miscellaneous Expense - (Account 675)	15,163
Miscellaneous Expense - [Engineering] (Account 675)	10,415
Education Training	2,079
Education Training - [Engineering]	1,138
Repairs & Maintenance - general	3,495
Repairs & Maintenance - transmission/dist	325

FISCAL YEAR
ACTUAL REVENUE & EXPENSES
PAWTUCKET WATER SUPPLY BOARD

Attachment
to the Response
to DIV 1-1

	BUDGET ACCOUNT DESCRIPTION	FY 2003 ACTUAL EXPENSES
<i>Transmission & Distribution Expenses (Continued)</i>		
	Repairs & Maintenance - fire services	-
	Repairs & Maintenance - services	14,513
	Repairs & Maintenance - Hydrants	5,173
	Road surface restoration	77,248
	Repairs & Maintenance - general	735
	Other Utilities	1,918
	Other Utilities - [Engineering]	3,196
	Printing	-
	Postage--[Engineering]	-
	<i>Total Transmission & Distribution Expenses</i>	1,641,673
<i>Customer Account Expenses</i>		
	Salaries & Wages - [customer service] (601)	179,664
	Salaries & Wages -[meter] (601)	271,062
	Salaries & Wages - Payroll Taxes - [Customer Service]	14,953
	Salaries & Wages - Payroll Taxes - [Meter]	26,304
	Employee Pensions & Benefits - [Cust. Svc.] (604)	33,574
	Employee Pensions & Benefits - [Meter] (604)	110,355
	Materials and Supplies - [Cust. Svc.] (Account 620)	-
	Materials and Supplies - [Meter] (Account 620)	44,896
	Contractual Services - Other - [Cust. Svc.] (Account 635)	16,332
	Transportation Expenses - [Cust svc.] (Account 650)	1,499
	Transportation Expenses - [Meter] (Account 650)	8,370
	Bad Debt Expense (Account 670)	56,383
	Miscellaneous Expense - [Cust. Svc.] (Account 675)	4,962
	Miscellaneous Expense - [Meter] (Account 675)	552
	Education Training - [Cust. Svc.]	139
	Education Training - [Meter]	1,275
	Repairs & Maintenance - general	1,872
	Repairs & Maintenance - meters	624
	Other Utilities - [Cust. Svc.]	1,375
	Other Utilities - [Meter]	1,492
	Printing - [Cust. Svc.]	19,390
	Printing - [Meter]	-
	Postage--[Cust. Svc.]	22,863
	<i>Total Customer Account Expenses</i>	817,936
<i>Administrative Expenses</i>		
	Salaries & Wages - (601)	481,415
	Salaries & Wages - Payroll Taxes	31,067
	Employee Pensions & Benefits (604)	80,929
	Materials and Supplies (Account 620)	66,122
	Contractual Services - Legal (Account 633)	-
	Contractual Services - Mgt. Fees (634) City Chg	126,398
	Contractual Services - Other (Account 635)	87,233
	Rental of Equipment (Account 642)	-
	Transportation Expenses (Account 650)	-
	Insurance - General Liability (Account 657)	122,450
	Insurance - Worker's Compensation (658)	28,247
	Insurance - Other (Account 659)	15,774

FISCAL YEAR
ACTUAL REVENUE & EXPENSES
PAWTUCKET WATER SUPPLY BOARD

Attachment
to the Response
to DIV 1-1

	BUDGET ACCOUNT DESCRIPTION	FY 2003 ACTUAL EXPENSES
	<i>Administrative Expenses (Continued)</i>	
	Regulatory Com Expense - Other (667)	-
	Reg Com Exp - Amort of Rate Case Exp (666)	139,934
	Miscellaneous Expense (Account 675)	31,719
	Other -pba fees	-
	Education Training	10,000
	Maint of Misc Plant	16,522
	Other Utilities	39,870
	Printing	16,420
	Postage	341
	<i>Total Administrative Expenses</i>	1,294,441
	<i>Other Miscellaneous Expenses</i>	
	Depreciation expense	860,093
	Amortization	71,948
	Property taxes	813,992
	<i>Total Other Miscellaneous Expenses</i>	1,746,034
	<i>Restricted Accounts</i>	
	Grant Expenditures - Consulting	63,703
	IFR Expenditures	257,935
	RIWRB Grant - Land Acquisition	-
	Earth Tech Reimb. - Consulting Expenditures	-
	<i>Total Restricted Accounts</i>	321,638
	<i>Restricted Accounts - Debt Service</i>	
	Bond Debt interest	1,216,513
	Lease interest	-
	Bond principal	-
	Lease principal	-
	Trustee Fees	-
	<i>Total Restricted Accounts - Debt Service</i>	1,216,513
	TOTAL EXPENSES	\$ 9,275,760
	NET INCOME/(LOSS)	\$ 2,608,600

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
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DIV1-2: For each rate case filed since 1995, please provide a) the amount of the increase requested, b) the percentage increase requested, c) the amount of the increase granted, d) whether the case was litigated or settled, and e) the total rate case costs incurred.

RESPONSE: See Attached.

Prepared by: David Bebyn / R. Benson

Rate filings with RIPUC
Pawtucket Water Supply Board

<u>Docket</u>	<u>Filed</u>	<u>Requested</u>	<u>Allowed</u>	<u>% Inc</u>	<u>Litigated or Settled</u>	<u>Rate Case Costs</u>
1989	2-Nov-90	2,025,617	1,247,185			\$ 144,224
2158	7-Dec-93	1,460,486	624,876			\$ 129,136
2674	9-Jan-98	3,634,020	614,430	7.5%		\$ 136,356
3164	30-Jun-00	2,289,601	1,820,799	22.1%		\$ 95,004 (see Note below)
3378	20-Aug-01	3,828,966	2,732,584	29.9%		\$ 166,573
3452						\$ 20,525 Treatment Plant Inquiry
3497	1-Mar-03	3,157,389	2,383,375	21.1%		\$ 150,622
3593	23-Feb-04	3,414,969	3,414,969	25.0%	Settled	\$ 40,252 Abrivated filing (only Debt)
3674	11-Apr-05	3,540,101	1,259,117	7.7%		\$ 225,666

Note: Docket 3193 was combined with 3164 since these two docket covered the same rate year. Docket 3164 covered the revenue requirement which was expedited due to emergency rate relief and docket 3193 followed shortly there after to cover the cost of service portion of a full filing.

Analysis of Regulatory Expenses By Docket
Pawtucket Water Supply Board

Support for Attachment for Division 1-2 Item e

<i>Breakdown by Source</i>		Docket 2674 *	Docket 3164	Docket 3193	Dockets 3164 & 3193	Docket 3378	Docket 3452	Docket 3497	Docket 3593	Docket 3674
Legal			17,592.40	9,423.63	27,016.03	49,009.75	8,497.84	44,316.20	20,512.00	66,665.00
Rate Consultants & Expert Witnesses			22,295.00	23,582.40	45,877.40	103,924.46	-	58,427.82	14,044.00	110,454.25
PUC & Division Charges			20,552.16	-	20,552.16	-	11,688.13	43,539.62	2,136.12	41,342.77
Document & Court Reporting			1,205.20	353.25	1,558.45	13,638.38	339.25	4,338.04	3,559.61	7,203.50
Total		<u>136,355.63</u>	<u>61,644.76</u>	<u>33,359.28</u>	<u>95,004.04</u>	<u>166,572.59</u>	<u>20,525.22</u>	<u>150,621.68</u>	<u>40,251.73</u>	<u>225,665.52</u>
<i>Breakdown of when disbursed</i>										
FY 1998		120,500.46			-					
FY 1999		15,855.17			-					
FY 2000			6,150.00		6,150.00					
FY 2001			37,255.15	33,359.28	70,614.43	36,808.02				
FY 2002			18,239.61		18,239.61	126,342.69				
FY 2003					-	3,421.98		32,118.68	40,252.00	
FY 2004							20,525.22	118,503.00		
FY 2005										78,982.09
FY 2006										146,683.43
		<u>136,355.63</u>	<u>61,644.76</u>	<u>33,359.28</u>	<u>95,004.04</u>	<u>166,572.69</u>	<u>20,525.22</u>	<u>150,621.68</u>	<u>40,252.00</u>	<u>225,665.52</u>
Full Filing	Revenue Requirement Portion			Cost of Service Portion	Combined to Provide Full Filing	Full Filing	Treatment Plant Inquiry	Full Filing	Abbreviated Filing (Bonding)	Full Filing

* Detail Breakdown not available prior to FY 1999

PAWTUCKET WATER SUPPLY BOARD
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DIV 1-3: Please provide the percentage of salary and wage increases granted to employees in each of the past five years. If applicable, please provide this information separately for union and non-union personnel.

RESPONSE: The salary and wage increases granted in the past five years are based upon collective bargaining agreements. Copies of the current contracts are provided as requested under DIV 1-8. See the attached schedule DIV 1-3 for the salary and wage increases for each union and non-union personnel for the past five years.

Prepared by: R. Benson

Pawtucket Water Supply Board
5 Year Summary of Salary and Wage Increases
Union and Non-union Positions

Schedule DIV-3

	FY03	FY04	FY05	FY06	FY07	FY08
<u>Classified Union Positions:</u>						
AFSCME Local 1012 Contract	3.000%	0.000%	2.890%	3.785%	3.250%	note A
Teamster Contract	4.000%	3.750%	3.750%	2.414%	3.000%	3.000%
<u>Unclassified non-union Positions</u>						
Chief Engineer *	7.112%	3.000%	3.000%	3.000%	note B	note B
Assistant Chief Engineer *	3.000%	3.000%	3.000%	3.600%	3.000%	note B
<u>Classified Non-union Positions</u>						
Chief Financial Officer ****	NA	NA	NA	3.000%	3.010%	0.000%

Notes

* The Chief Engineer and the Assistant Chief Engineer positions are filled under multi-year personnel services contracts with negotiated annual salaries. The percent increases reflect the effect of the actual annual dollar increases in accordance with these contracts.

**** The Chief Financial Officer position was created in FY05 and is a classified non-union position. The annual increase to classified non-union positions is determined by the City of Pawtucket. The CFO is the only PWSB position in the category of classified non-union positions and the annual increase is out of the control of the PWSB.

note A - The City Council did not approve the contract agreement negotiated between the City administration and ratified by the Union. The Union filed an unfair labor practice charge with the State Labor Relations Board. The Board has ruled in the favor of the Union. The effect of this ruling is not known at this time. However, the negotiated contract has 3 annual increases of 3.25%. Also, see the response to DIV-8.

note B - In January 2006 Pam Marchand resigned from this position. The Assistant Chief Engineer, Jim Decelles, was appointed to the position of Acting Chief Engineer upon Pam's resignation. The Board has paid a flat salary to Jim while he served as the Acting Chief Engineer. Jim held the position of Acting Chief Engineer until March 11, 2008 when he signed a new contract for his appointment to the position of Chief Engineer. The position of Assistant Chief Engineer has been temporarily filled on a part-time basis by a contract with CDM Engineers. Now that Jim has signed his contract, we are conducting a job search to fill the position of Assistant Chief Engineer. Also see the response to DIV-4.

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DIV 1-4: Regarding the positions shown in Schedule RB-06, please identify any positions that are currently vacant.

RESPONSE: The only approved position currently vacant is the Assistant Chief Engineer. The position was previously held by James Decelles. Effective March 11, 2008, the Mr. DeCelles assumed the position of Chief Engineer. The PWSB is now conducting an active search to hire a new Assistant Chief Engineer. The only other vacant position in Schedule RB-06 is the proposed position of "Collections Assistant". See the response to DIV1-5.

Prepared by: R. Benson

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DIV 1-5: Has the new Collections Assistant been hired? If so, please provide the hiring date and the actual annual salary for this employee.

RESPONSE: We have not filled the new position of "Collections Assistant". As set forth in the filing, the PWSB was authorized to have 57 employees, including employees for the Central Falls Water System. The PWSB currently has 53 employees, and we are requesting funding for 54 positions, including the new position of "Collections Assistant." If the PWSB's request is granted, we will then request all the approvals needed from the City of Pawtucket to add this position to the official PWSB Employee Roster and fill this position. The proposed starting salary for this position, included in the filing in Schedule RB-06, is \$35,112.

Prepared by: R. Benson

PAWTUCKET WATER SUPPLY BOARD
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DIV 1-6: Please provide the number of employee positions authorized and the actual number of employees for each of the past 36 months.

RESPONSE: See the attached schedule DIV1-6.

Prepared by: R. Benson

Pawtucket Water Supply Board
Schedule of PUC Authorized Positions

		Number of		Added Positions:		Less: Temporary			
		PUC Authorized	Less: Unfilled CF	Less: Eliminated	1 Crew Leader &	Vacancies Due To		Actual	
		Employees per	System T&D	Position - Floater	1 Backhoe	Headcount	Retirements,	Plus: Seasonal	
		Docket 3674	Crew Positions	Clerk	Operator	Subtotal	Resignations &	and Temporary	
Month							Dept Transfers	Employees	
1	Apr-08	57	5	1	2	53	1	0	52
2	Mar-08	57	5	1	2	53	1	0	52
3	Feb-08	57	5	1	2	53	1	0	52
4	Jan-08	57	5	1	2	53	1	0	52
5	Dec-07	57	5	1	2	53	1	0	52
6	Nov-07	57	5	1	2	53	2	0	51
7	Oct-07	57	5	1	2	53	2	0	51
8	Sep-07	57	5	1	1	52	3	0	49
9	Aug-07	57	5	1	1	52	2	1	51
10	Jul-07	57	5	1	1	52	3	1	50
11	Jun-07	57	5	1	1	52	2	2	52
12	May-07	57	5	1	1	52	2	1	51
13	Apr-07	57	5	1	1	52	3	1	50
14	Mar-07	57	5	1	1	52	3	1	50
15	Feb-07	57	5	1	1	52	2	2	52
16	Jan-07	57	5	1	1	52	2	2	52
17	Dec-06	57	5	1	1	52	2	2	52
18	Nov-06	57	5	1	1	52	2	2	52
19	Oct-06	57	5	1	1	52	1	2	53
20	Sep-06	57	5	1	1	52	2	1	51
21	Aug-06	57	5	1	1	52	3	5	54
22	Jul-06	57	5	1	1	52	3	6	55
23	Jun-06	57	5	1	1	52	2	5	55
24	May-06	57	5	1	1	52	2	1	51
25	Apr-06	57	5	1	0	51	3	1	49
26	Mar-06	57	5	1	0	51	3	2	50
27	Feb-06	57	5	1	0	51	2	2	51
28	Jan-06	57	5	1	0	51	2	2	51
29	Dec-05	57	5	1	0	51	0	2	53
30	Nov-05	57	5	1	0	51	0	2	53

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DIV 1-7: Please describe the impact of the new treatment plant arrangement on the PWSB's level of employees, i.e., were any employees transferred to the treatment plant operator, were any employees terminated, etc.?

Response: The new treatment plant has no impact on the PWSB level of employees. There were no employees transferred or terminated as a result of the commencement of operations at the new plant in March 2008. The employee transition occurred in February 2003 when ET took over operations at the old plant.

Prepared by: James DeCelles

PAWTUCKET WATER SUPPLY BOARD
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DIV 1-8: Please provide copies of all union contracts under which employees operate.

RESPONSE: See the copies of the current contract agreements with AFSCME Local 1012 and Teamsters Local 251. The contract with the Teamsters is a three year contract which expires as of June 30, 2008. The contract between the City of Pawtucket and AFSCME Local 1012 is a one year agreement which expired June 30, 2007.

Prepared by: R. Benson

CONTRACT BETWEEN
R.I. COUNCIL 94, AFSCME, AFL-CIO LOCAL 1012

AND
THE CITY OF PAWTUCKET, RHODE ISLAND
JULY 1, 2006 - JUNE 30, 2007

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AGREEMENT

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

PURPOSE

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

ARTICLE I

RECOGNITION

- 1.1 The City of Pawtucket its successors and assigns recognizes the Union as the sole and exclusive collective bargaining representative for those employees in the defined bargaining unit for the purposes of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment.
- 1.2 The bargaining unit consists of all City of Pawtucket municipal employees as defined in the Rhode Island Labor Relations Board Case No. EE 1748, except those excluded under Chapter 9.4-2 of Title 28 of the General Laws of the State of Rhode Island as amended.

ARTICLE 2
NON-DISCRIMINATION

- 2.1 The provisions of this agreement shall apply equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.
- 2.2 The City agrees that it will not discriminate against, intimidate or coerce any employee on account of his Union membership or on account of his legitimate activities on behalf of the Union, nor shall the City discriminate against, intimidate or coerce any employee exercising his rights to bargain collectively through the Union.
- 2.3 It is the intent of the parties to conform to the provisions of the American with Disabilities Act of 1990. It is the intent of the parties to conform with the Family Medical Leave Act of 1993 subject to the terms of the Agreement.

ARTICLE 3
UNION SECURITY

- 3.1 Each employee covered by this agreement who, on the effective date of this agreement, is a member of the Union, shall, as a condition of employment, maintain his membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.
- 3.2 The Employer agrees to the continuance of a Union Check-off system whereby Union dues and/or Agency Fee Charges will be withheld from the employee's pay at source. Such withholdings are to be transmitted by check at intervals of no greater length than thirty-one (31) days, made to the order of **Rhode Island Council 94, AFSCME**, and accompanied by a list of employees paid.

- 3.3 The parties agree that employees who are covered by this agreement shall have the right to voluntarily join or refrain from joining the Union. However, employees who are covered by this agreement who choose not to join the Union shall be required, as a condition of employment, to pay to the Union each month a service charge as a contribution towards the administration of this agreement in an amount equal to the regular monthly dues.
- Newly hired probationary employees shall be required to adhere to the conditions of this article and any employee who does not adhere to this article shall be terminated. The parties agree that the Employer shall have the unquestioned right to discharge probationary employees and such employees shall not have recourse to the grievance procedure. The parties also recognize that the above mentioned probationary period shall be six (6) months employment with the City.
- 3.4 Any employee who wishes to withdraw from the Union may do so within one (1) week prior to the termination of this agreement.
- 3.5 The employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization, or with any individual, so long as the Union is the bargaining representative.
- 3.6 Local 1012, AFSCME, hereby agrees to indemnify the City and hold it harmless from any and all claims, demands, and the cost of litigation for any action arising from the Service Fee-Agency Shop provisions of this article.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.1 The Union recognizes that except as specifically limited, abridged, or relinquished by the terms and provisions of this agreement, all rights to manage, direct or supervise the operations of the City and the employees are vested in the City.

ARTICLE 5
HOURS OF WORK

- 5.1 The normal workweek shall be thirty-five (35) and forty (40) hours per week. The City reserves the right to change hours and shifts as required for operational reasons after mutual agreement with the Union.

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

PUBLIC WORKS DEPARTMENT

Director's Office	8:30 am - 4:30 pm
Highway & Street Cleaning	7:30 am - 4:00 pm
Highway & Street Cleaning	6:00 am - 2:00 pm
First Monday in April through 2nd Friday in September with one laborer and one truck driver with least seniority working 7:30 am - 4:00 pm.	
Highway Night Watchperson	4:00 pm - 2:00 am
Monday, Tuesday, Wednesday, Thursday	
Weekend Watch Ice Control Person	
Friday	4:00 pm - 12:00 am
Saturday	8:00 am - 12:00 am
Sunday	8:00 am - 12:00 am
Equipment Maintenance	7:30 am - 4:00 pm
Sewer Division	7:00 am - 3:30 pm
Sanitation-Refuse Collection	7:00 am - 3:30 pm
Building Maintenance	7:30 am - 4:00 pm
City Hall Maintenance	7:00 am - 3:30 pm
	4:30 pm - 12:30 am
Public Works Maintenance	9:00 am - 6:00 pm 1 hr lunch
Senior Inn Maintenance	10:00 am - 7:00 pm 1 hr lunch
Traffic Engineering	7:30 am - 4:00 pm
Incinerator Division	8:00 am - 4:00 pm

5.2 **RECREATION**

Office Staff

8:30 am - 4:30 pm

Park Attendants

7:30 am - 4:00 pm

Park Attendants

6:00 am - 2:00 pm

First Monday in April through 2nd Friday in September with two laborers with least seniority working 7:30 am - 4:00 pm.

Labor Supervisors I

7:30 am - 4:00 pm

Ice Rink Employees

7:30 am - 4:00 pm

3:30 pm - 12:00 MN

Park & Property

6:00 pm - 2:00 am

Control Officer

8:00 pm - 4:00 am

5.3 **CITY HALL**

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

City Engineer's Office

Zoning and Code Enforcement Division

Housing Standards Division

Finance Director's office

Accounting Division

Collections and Disbursements Division

Data Processing Division

Purchasing Division

Tax Assessing Division

Office of the Municipal Court

City Clerk's Offices

Planning Department

Board of Canvassers

5.4 **WATER DEPARTMENT**

Customer Service Rep. & Agent

7:30 am - 4:00 pm 1/2 hr lunch

Cross Connection Control Technician

7:30 am - 4:00 pm 1/2 hr lunch

Water Meter Reader Service Person

7:30 am - 4:00 pm 1/2 hr lunch

Water Meter Service Technician

7:30 am - 4:00 pm 1/2 hr lunch

Finance Administrative Assistant

7:30 am - 4:00 pm 1/2 hr lunch

WSB Stock Clerk
 Building Maintenance Custodian
 Engineering Intern
 Engineering Clerk
 Jr Project Engineer
 Water Project Engineer
 Fleet Maintenance Mechanic
 Crew Leader
 Utility Worker
 Equipment Operator
 T&D Operations Assistant
 Source Water Technician

7:00 am - 3:30 pm ½ hr lunch
 6:00 am - 2:30 pm ½ hr lunch
 7:30 am - 4:00 pm ½ hr lunch
 7:30 am - 4:00 pm ½ hr lunch
 7:30 am - 4:00 pm ½ hr lunch
 7:30 am - 4:00 pm ½ hr lunch
 7:00 am - 3:30 pm ½ hr lunch
 7:00 am - 3:30 pm ½ hr lunch
 7:00 am - 3:30 pm ½ hr lunch
 7:00 am - 3:30 pm ½ hr lunch
 7:00 am - 3:30 pm ½ hr lunch
 8:00 am - 4:30 pm ½ hr lunch

5.5 **POLICE DEPARTMENT**

Clerical
 Matron

8:00 am - 4:00 pm 1 hr, lunch
 8:00 am - 4:00 pm
 4:00 - Midnight

Police Signal Operator

Three (3) shifts
 8:00 am - 4:00 pm
 4:00 pm - 12:00 MN
 12 MN - 8:00am

Animal Control Officer

8:00 am - 4:00 pm
 12 Noon - 8:00 pm

5.6 **FIRE DEPARTMENT**

Fire Clerks

8:30 am - 4:30 pm 1 hr. lunch

5.7 **LIBRARY**

Administration

Monday - Friday

9:00 am - 5:00 pm 1 hr. lunch

Occasional 1:30 pm - 9:00 pm ½ hr lunch

Monday-Friday

8 hrs daily between 8:00 am and 5:00 pm

Bookmobile

Tuesday

Wednesday - Friday

Saturday

12:30 pm - 8:00 pm 1/2 hr. lunch

8:30 am - 4:30 pm 1 hr. lunch

9:00 am - 5:00 pm 1 hr. lunch

Children's Service, Circulation and Reference, Computer Room Community Resources

Monday - Thursday

9:00 am - 5:00 pm 1 hr. lunch

1:30 pm - 9:00 pm 1/2 hr. lunch

Friday - Saturday

9:00 am - 5:00 pm 1 hr. lunch*

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

Custodians

Monday - Friday

6:00 am - 2:30 pm 1/2 hr. lunch

Pages (19 hrs)

Children's, Circulation & Reference

Three nights

5:00 pm - 9:00 pm 15 min break

3:00 pm - 7:00 pm 15 min break

9:00 am - 5:00 pm 1 hr. lunch

Saturday

Computer Room

3 days

3 days

3 days

1 day

9:00 am - 1:00 pm 15 min break

1:00 pm - 5:00 pm 15 min break

5:00 pm - 9:00 pm 15 min break

9:00 am - 5:00 pm 1 hr lunch

Technical Services

Monday - Friday

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

9:00 am - 5:00 pm 1 hr. lunch

19 hrs between 9:00 am - 4:00 pm

Sunday Hours

Seasonal pursuant to availability of state funding. Paid at 1-1/2 times the regular rate of pay.

12:00 noon - 4:00 pm

5.8 CROSSING GUARDS

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

ARTICLE 6

OVERTIME

- 6.1 The City agrees to pay time and one-half for all hours worked over the employee's standard workday.
- 6.2 Time and one-half for all hours worked over the employee's standard workweek.
- 6.3 Overtime will be granted (whenever consistent with operational requirements) in accordance with seniority, but on a rotating basis by job type.
- 6.4 In no event will pyramiding of overtime be permitted, except that all privileges and benefits, which employees have maintained under this article shall be maintained and continued by the City during the term of this agreement.

ARTICLE 7

HOLIDAYS

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

New Years Day	-	January 1
Martin Luther King, Jr.'s Birthday	-	
Presidents' Day	-	3rd Monday in February
Good Friday	-	
R.I. Independence Day	-	May 4
Memorial Day	-	Last Monday in May
Independence Day	-	July 4
Victory Day	-	2nd Monday in August
Labor Day	-	1st Monday in September
Columbus Day	-	2nd Monday in October
Election Day	-	1st Tuesday after the 1st Monday in each even numbered year.
Veterans' Day	-	
Thanksgiving Day	-	November 11
Day after Thanksgiving	-	4th Thursday in November
Christmas Day	-	December 25th

- 7.2 **Sunday Holiday** - When any authorized holiday falls on a Sunday, the following Monday shall be observed as a holiday.
- 7.3 **Saturday Holiday** - When any authorized holiday falls on a Saturday, the prior Friday shall be observed as a holiday.

- 7.4 Whenever a holiday falls on the employee's scheduled day off, the employee shall receive an additional day's pay.
- 7.5 Whenever a holiday falls during the employee's scheduled vacation, said employee shall receive an additional day off.
- 7.6 The Mayor may designate, at his own discretion, any other day or part of any day as a holiday.
- 7.7 Whenever an employee works on a holiday, he or she shall receive the regular holiday pay plus time and one-half for the hours worked.
- 7.8 Whenever a holiday falls during a period of approved sick leave, said employee shall receive holiday pay for that day.
- 7.9 The following shall constitute the official holidays for the School Crossing Guards:
- | | |
|------------------------------------|--------------------------------|
| New Year's Day | Veterans' Day |
| Martin Luther King, Jr. s Birthday | Thanksgiving Day |
| Presidents' Day | Day following Thanksgiving Day |
| Good Friday | |
| Memorial Day | |
| Columbus Day | Christmas Day |
- Crossing Guards shall receive Labor Day as a paid holiday only when the school year begins prior to Labor Day.
- 7.10 If new holidays are officially declared by the government, State or Federal, employees covered by the provisions of this contract shall automatically receive same.
- 7.11 Employees on unpaid leave are not eligible for holiday pay.

ARTICLE 8

VACATIONS

- 8.1 All full time employees who have been continuously in the employ of the City for a period of six (6) months and who work a regular workweek of five (5) days, shall be entitled to a vacation leave of five (5) working days.
- 8.2 All full time employees who have been continuously in the employ of the City for a period of six (6) months and who work a special workweek which consists of less than five (5) days shall be entitled to a vacation of one (1) calendar week.
- 8.3 All full time employees who have completed one (1) year of continuous employment with the City shall be entitled to a vacation leave of ten (10) working days with pay or

- two (2) calendar weeks, depending on the work day in their regular scheduled work week upon the completion of the first year of employment.
- 8.4 All full time employees who have completed five (5) years of continuous employment with the City shall be entitled to a vacation leave of sixteen (16) working days annually or three (3) calendar weeks and one (1) day annually depending on the number of work days in their regularly scheduled work week.
- 8.5 All full time employees who have completed ten (10) years of continuous employment with the city shall be entitled to a vacation leave of twenty-one (21) working days annually or four (4) calendar weeks and one (1) day depending on the number of work days in their regularly scheduled work week.
- 8.6 All full time employees who have completed fifteen (15) years of continuous employment with the City shall be entitled to vacation leave of twenty-six (26) working days annually or five (5) calendar weeks and one (1) day depending on the number of work days in their regularly scheduled work week.
- 8.7 All full time employees who have completed twenty (20) years continuous employment with the City shall be entitled to vacation leave of thirty-one (31) working days annually or six (6) calendar weeks and one (1) day depending on the number of work days in their regularly scheduled work week.
- 8.8 Vacation leave may not be accumulated to exceed eleven (11) calendar weeks.
- 8.9 Employees shall not be called back to work while on vacation except for emergency work. If an employee is called back from vacation for emergency work, he or she shall receive the regular vacation pay plus time and one-half for the time he has worked.
- 8.10 Hours credited for holiday, vacation leave, jury duty, military leave, compensable injury and other authorized paid leave, shall be considered as time worked for the purpose of computing overtime.
- 8.11 Employees must give a minimum of thirty (30) days notice for vacation leave. Such leave will be granted consistent with operational requirements as determined by the City. All vacation requests must be posted in each department. The Department Head shall respond to each request between the 20th and 25th calendar day after the request has been made. Senior employees must make challenges in the event of conflicting requests no later than the twentieth (20) day. In the event of conflicts between or among

- employees then employees with greater seniority shall be given the choice of vacation. Notwithstanding the foregoing, once the vacation request has been granted, employees shall not be allowed to exercise seniority rights over a less senior employee. Employees shall be allowed to request vacations up to one (1) year in advance.
- 8.12 Vacation leave of less than one (1) week shall be granted without a thirty (30) day notice, consistent with operational requirements, with the approval of the Director or the Immediate Supervisor.

ARTICLE 9

PERSONAL LEAVE

- 9.1 Employees with one (1) or more years of service shall be entitled to one (1) Personal Leave Day per year. Employees with ten (10) or more years of service shall be entitled to three (3) Personal Leave Days per year. Personal days are to be taken in no less than 1/2 day increments.
- 9.2 A three (3) working day notice must be given for all requests of Personal Leave except in the case of an emergency. In the event of an emergency, an employee must notify his or her supervisor prior to the beginning of his or her work shift.
- 9.3 Employees on unpaid leave will not be credited with any Personal Leave Days. Personal days shall be credited upon the employee's return from unpaid leave.

ARTICLE 10

SICK LEAVE

- 10.1 Sick leave shall be granted to all employees at the rate of one and one-half (1-1/2) working days for each full calendar month of service. Sick leave shall not be granted to employees serving part-time, temporary or emergency appointment, nor to persons employed on a contractual basis. Probationary employees can use sick leave as it is accrued.
- 10.2 An appointing authority shall require a physician's certificate for each sick leave with pay over an absence of more than five (5) days.
- 10.3 Sick leave with pay may not accrue beyond a total of two hundred (200) days, and no employee shall be granted more than two hundred days sick leave with pay in any one calendar year.

- 10.4 Sick leave is hereby defined to mean the absence from duty of any employee because of illness, bodily injury or exposure to contagious disease or time necessary to attend a health maintenance appointment.
- 10.5 Sick leave may also be granted for attendance upon a member of the family within the household of the employee whose illness requires the care of such employee, provided that not more than seven (7) days with pay shall be granted to employees for this purpose in any one calendar year.
- 10.6 When an employee finds it necessary to be absent for any of the reasons specified in this article, he shall cause the fact to be reported to his Department Head or immediate superior within two (2) hours after the time set for the beginning of his daily duties, except that where a relief employee is required, such notification must be made before the time set for the beginning of his daily duties. Sick leave may not be granted unless such report has been made.
- 10.7 Sick leave abuse is defined as an employee using sick leave for any purpose other than those set forth in Articles 10.4 and 10.5, or any other circumstances in which an employee uses sick leave inappropriately. Upon information and after investigation and determination of the appointing authority that the employee has abused the privileges of sick leave benefits, the appointing authority may suspend the employee's privilege for sick leave pay for such period of time as the appointing authority determines necessary to deter the employee from again abusing such privilege. The determination of the appointing authority shall be subject to the grievance procedure in accordance with this agreement.
- 10.8 Upon retirement or death, any employee who shall retire or die having to his credit unused sick leave, shall be entitled to have paid to a designated beneficiary, a lump sum payment equivalent to fifty (50 %) percent of his accumulated unused sick leave; said payment to be based upon a daily rate of one-fifth (1/5) of the employee's regular weekly salary at the time of his death or retirement. Each employee is required to furnish on a form provided by the Personnel office the name or names of the designated beneficiary or beneficiaries of the foregoing death benefit. If Loca13960, the FOP or the Firefighters Independent Union negotiate an increase in the percentage paid

accumulated sick leave at the time of retirement, then that increase will accrue to the member of the bargaining unit represented by Local 1012.

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

ARTICLE 11

BEREAVEMENT LEAVE

- 11.1 In the case of death of a mother, father, spouse, child, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster parents, foster children, stepchildren, stepparents, aunt, uncle, or grandchild, all employees covered by this agreement shall be entitled to a leave of absence with pay from the time of notification of death to and including the day following the burial of the deceased. Where unusual travel conditions exist, such period may be extended at the discretion of the employee's department head.
- 11.2 In the case of employee's espousing faiths who have varying and different death customs, leave shall be provided to such employee in accordance with the custom of his particular faith.
- 11.3 In the case of death of a relative other than as provided above, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of said person and such request shall not be unreasonably denied.

ARTICLE 12

LEAVE WITHOUT PAY

- 12.1 Subject to written notification to the Director and approval by him, an appointing authority may grant, in writing, to any permanent employee, a leave of absence without pay for a period not to exceed one (1) year. Upon the expiration of such leave of absence, the employee shall be reinstated to the position which he or she occupied at the

time the leave was granted. Failure of an employee to report for duty promptly at the expiration of the leave of absence shall be just cause for dismissal. If necessary to the efficient conduct of the business of the city, an employee on leave may be notified to return prior to the expiration of the leave. Should he fail to return within ten (10) working days, the Director shall declare the position vacant and shall fill the position according to the provisions of this agreement.

- 12.2 In the event an employee should not have a pay coming to him, due to the exhaustion of his sick leave benefits, it shall be the responsibility of the appointing authority to notify the employee, in writing, to apply for authorized leave without pay in order to maintain his seniority in his class of position. The employee shall have two (2) weeks from the time of the notification to apply for authorized leave without pay. In the event the employee does not apply for authorized leave without pay, he shall be considered as terminating his services with the City and all fringe benefits shall cease.
- 12.3 If a permanent employee heretofore granted a leave of absence desires reinstatement to the position held by him at the time the leave was granted, said employee shall notify his appointing authority in writing of his desire to return to the position, prior to the expiration of his granted leave of absence, and said permanent employee shall be reinstated prior to the expiration of the leave of absence granted to him to the position occupied by him at the time said leave of absence was granted to him.
- 12.4 When an employee, through injury or illness, has exhausted his sick leave or other benefits and has been granted authorized leave without pay, based upon his physicians recommendations, the City shall continue his medical insurance as though he was on the payroll for a period not to exceed one (1) year from the date of the last payroll check. This provision shall not apply to an employee of the city who incurs an injury or illness while working for an employer other than the City.

ARTICLE 13

MATERNITY AND PATERNITY LEAVE

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

- 13.2 At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- 13.3 It is agreed that pregnant employees who have exhausted their sick leave accruals or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the Employer of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three (3) months nor more than twelve (12) months and may be extended by mutual consent; and an early return by the employee may be made upon completion of a minimum of three (3) months and written notice of thirty (30) days to the Employer.
- 13.4 A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties, and her continuance at work does not deprive her fellow employees of their contractual rights.
- 13.5 Employees shall also be granted leaves under this article in the event of the adoption of a child.
- 13.6 It is the intent of the parties that the provisions of this Article shall be in conformance with the Family Medical Leave Act.
- 13.7 Employees, who so request, shall be granted paternity leave for a period of up to twelve (12) months. Employees who request paternity leave shall give at least two (2) weeks advance notice of the commencement of the leave period.

ARTICLE 14

MEDICAL INSURANCE

- 14.1 The city agrees to pay the cost of Medical Insurance*, individual or family coverage, whichever is appropriate for all employees who work 35 or 40 hour week schedules. Benefits are as follows:

Blue Cross HealthMate Coast to Coast shall be the preferred medical plan. Effective upon ratification of this agreement by the City Council, employees shall be required to co-pay \$5.00 per week for individual or \$10.00 per week for family medical coverage. The City will provide coverage to employees for life when they reach age 65 and retire after July 1, 2000, with Blue Cross/Blue Shield Group Plan 65, according to

all eligible services, exclusions and limitations as detailed in "Group Plan 65 Subscriber Agreement". This provision will apply to anyone who retires while this provision exists in the contract. The coverage shall also include Fifty (\$50.00) Dollars emergency room co-pay and a Prescription Drug Program with co-pays of Five (\$5.00) Dollars generic, Ten (\$10.00) Dollars non-generic formulary, and Thirty (\$30.00) Dollars non-generic non-formulary.

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

- 14.2 The City agrees to pay the cost of Delta Dental, individual or family coverage, whichever is requested. Delta Dental shall include levels I, II, III, and IV.
- 14.3 Any employee may elect to keep Blue Cross Classic or a substitute health plan, provided that said employee shall be responsible for any sum and/or medical treatment that the aforesaid Plan does not cover.
- 14.4 If a husband and wife are both employees of the City, the City will pay for family coverage for one employee and the other will be covered as an individual.
- 14.5 Medical coverage as per above will be paid by the City for retirees who had a minimum of ten (10) years with the City. Coverage will be in effect from ages fifty-eight (58) through sixty-five (65). Those employees who retire with thirty (30) or more years of service with the City shall receive the above medical coverage starting at the time of retirement. Retirees shall not be required to pay a premium co-pay for medical coverage.
- 14.6 Employees who so choose shall have the option of receiving a cash payment in lieu of Medical and/or Delta Dental coverage. Employees who elect this option shall receive the following amount of money on the last pay day of November of each year.

COVERAGE WAIVED

AMOUNT RECEIVED

Family Medical Plan	\$3000.00
Family Dental Plan	\$ 300.00
Individual Medical Plan	\$1000.00
Individual Dental Plan	\$ 100.00

- 14.7 When an employee, through injury or illness, has exhausted his or her sick leave or other benefits and has been granted authorized leave without pay based upon his or her

physician's recommendation, said recommendation must be presented to the Personnel Department for approval of such leave, and his/her medical insurance shall be borne by the City for a period of one (1) year from the date of the last payroll check.

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

ARTICLE 15

WORKERS' COMPENSATION

- 15.1 In the event an individual covered by this contract is injured on the job and is collecting Workers' Compensation benefits as a result thereof, he or she will accrue his or her sick leave and vacation leave at 100% of the normal rate for the period for the first six (6) months he or she is out of work. Hereafter the accrual rate shall be 50% up to a maximum duration of another six (6) months.
- 15.2 Employees will be paid the total longevity benefit to which they have been entitled on the date they would have received the benefit if they had not been out of work due to Worker's Compensation.
- 15.3 An employee who suffers an on the job injury shall be entitled to return to his or her former position within thirty (30) months from his or her date of injury. Employees who are injured in the line of duty shall be afforded a reasonable accommodation under the Americans with Disabilities Act during their period of illness or injury in order to ensure compliance with the Americans with Disabilities Act.
- 15.4 During the period of time an employee is absent from his or her job as a result of an on the job injury, the City may hire a substitute to fill the vacancy created by the absence of the injured employee. Said substitute employee shall have all rights, duties and benefits accorded City employees under the Collective Bargaining Agreement, except that said substitute may be laid off upon the return of the injured employee. Upon such layoff, however, said substitute employee shall have layoff/recall rights as defined and

described in the Collective Bargaining Agreement between the parties for a period of three years from date of layoff.

- 15.5 Each person hired to substitute for an employee injured on the job shall be informed by the City of the temporary status of his or her employment. Said substitute employee shall be notified that his or her employment with the City is temporary and he or she shall not be entitled to paid medical benefits unless the duration of his or her employment exceeds the six (6) months. If the employee exceeds the six (6) months probationary period he or she is entitled to all rights, duties and benefits accorded to City employees under the Collective Bargaining Agreement.
- 15.6 The City may on a case-by-case basis offer modified or light duty work to injured employees, whether the injury is work-related or not. The City will inform the Union in advance whenever this situation arises.
- 15.7 The City and the Union recognize the desirability of modified assignments as a means of returning injured bargaining unit employees to productive employment.

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

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

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

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

- 15.8 The assignment of an employee to modified duty as set forth herein shall not be in violation of any other employees' rights as set forth in this agreement.

ARTICLE 16

MILITARY LEAVE

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

ARTICLE 17

JURY DUTY

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

ARTICLE 18

CALL BACK PAY

- 18.1 Any employee who is called back to duty shall receive a minimum of four (4) hours work or four (4) hours pay at the rate of time and one-half.
- 18.2 Employees called back specifically for snow plowing operations are as above entitled to a four (4) hour minimum at time and one-half. If the period of their call back is less than four (4) hours at the start of their normal duty day, they will first complete the four (4) hours. If the call back is more than four (4) hours and duty continues into the normal working day, the employee will receive his call back plus up to a maximum of four (4) additional hours at time and one-half for time actually worked in snow plowing operations.

ARTICLE 19

BULLETIN BOARDS

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

ARTICLE 20

UNION ACTIVITIES

- 20.1 Delegates not to exceed four (4) in number to attend International, Regional, State Conventions and when necessary, Local Union Meetings, Council 94 Meetings, or court hearings, with pay during working hours. The Union President shall be allowed to attend Workers' Compensation Hearings.
- 20.2 Time off for grievance activities shall be strictly adhered to. Excluding grievants and witnesses, a maximum of four (4) Union Officers, Stewards, and Safety Committee members shall be granted time off during working hours without loss of pay for actual time spent in processing grievances and other Union business with City officials. This provision shall not apply to negotiating meetings. Up to five (5) Union officers shall be allowed for arbitration hearings.
- 20.3 The City does not authorize time off for any other Union activity unless approval has been given by the Personnel Director.
- 20.4 The Union shall furnish the City with a written list of its officers immediately after their designation and shall notify the City of any change in such officers.
- 20.5 Supervisors shall keep an accurate log of actual time spent on Union Business. This section shall also apply to any employee required to leave work for Union business.

ARTICLE 21

COMPENSATION FOR EYEGLASSES

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

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

ARTICLE 22

SAFETY RULES

- 22.1 The City and the Union shall cooperate in the enforcement of safety rules and regulations.
- 22.2 Should an employee complain that his work requires him or her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by a representative of the City. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure.
- 22.3 A safety Committee shall be appointed by the Mayor and two (2) members of said committee shall be members of the Union elected by the Local Union.
- 22.4 The City and the Union shall cooperate in the enforcement of a drug-free work place policy. The City and the Union agree to fully cooperate in the enforcement of the Federal Transit Administration regulations that deal with Safety Sensitive employees and a drug-free work place. Safety sensitive jobs shall be Police Dispatchers, Police Matrons, Animal Control Officers, Assistant Animal Control Officers, and any jobs that require CDL (Commercial Drivers Licenses) .

ARTICLE 23

INCLEMENT WEATHER POLICY

- 23.1 A Department Head or Department Superintendent may suspend work, without loss of pay, during extreme weather conditions consistent with the City's duties. It is agreed that the Department of Public Works or Department Superintendent will define and post a definite inclement weather policy on the City's bulletin board, which rule will require notice of cessation of work at least by 9:00 am of the day in question.
- 23.2 In the event the City closes City Hall due to inclement weather prior to the start of or during the workday, then all employees will be excused from work without loss of pay. Matrons and Police Signal Operators are excluded from this provision.
- 23.3 Notwithstanding Section 1 above, the City has the right to designate personnel who will be required to work during inclement weather circumstances as described above.

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

ARTICLE 24

SENIORITY

- 24.1 Seniority shall be the relative status of employees with respect to length of service in the bargaining unit.
- 24.2 New employees shall be considered probationary employees for a period of six (6) months from date of hire. Upon completion of this six (6) month period, the employee shall be placed on the seniority roster, and the effective date of his or her seniority shall be the date of hire.
- 24.3 A seniority list showing the seniority status of employees shall be compiled and thereafter corrected every six (6) months when necessary. Two (2) copies of the list shall be given to the Union.
- 24.4 Four (4) Local Union Officials (as designated by the Local Union) shall, during their term of office, have top seniority for layoff and recall purposes only.
- 24.5 An employee shall forfeit all seniority rights accrued to him or her in the event that:
- (a) He or she is discharged for just cause;
 - (b) He or she terminates his or her employment voluntarily;
 - (c) Upon failure to return to work upon the expiration of a leave of absence;
 - (d) Upon failure to return to work when recalled under the provisions of paragraph 7;
 - (e) When layoff exceeds the time prescribed in paragraph 6;
 - (f) When he or she engages in other work while on a leave of absence without the consent of the City and the Union.
- 24.6 Whenever layoffs become necessary, employees will be laid off on the basis of their seniority and those with the least seniority shall be laid off first. Employees subject to layoff shall have the right to bump a junior employee providing he/she can perform the duties of the job bumped after a minimal orientation provided by the Supervisor. The Union President shall receive a copy of all layoff notices. In the event an employee bumps into a position the work of which he or she is unable to do, then the employee

- shall have the right to exercise one other bump. An employee shall be guaranteed at least two (2) weeks notice. Whenever it becomes necessary to increase the working force, laid off employees shall be recalled in the inverse order of their layoff before any new employee is hired. Laid off employees shall retain recall rights for three (3) years from date of layoff.
- 24.7 Employees subject to recall shall be notified by the City by certified mail, return receipt requested. A copy of such recall letter shall be given to the Local Union President.
- 24.8 The employee shall have seven (7) working days subsequent to the date of signature of the return receipt in which to notify the City that he or she will return to work. Such certified letter shall be mailed to the employee's last known address.
- 24.9 The City agrees with the concept of seniority and qualifications and further agrees that the principle shall be applied, with respect to preferred vacancies and vacation schedules and job assignments.
- 24.10 Should a grievance arise over the application of the seniority rule, the grievance procedure shall be applicable.
- 24.11 When employees bid on a job or bump into a position under the provisions of this article or Article 25, then the rate of pay shall be one (1) Letter Step higher for the new position than the employee had for the prior position held. For example, A becomes B and B becomes C. C would remain C in the higher rated position.

ARTICLE 25

POSTINGS OF VACANCIES AND NEW JOBS

- 25.1 The City agrees to post all bargaining unit vacancies and new positions on all Department bulletin boards within seven (7) days for seven (7) days for internal bids. If no bargaining unit member applies, then jobs will be posted for seven (7) working days for external applications. Vacancies and new positions which do not require posting are:
- (a) Positions not included within the bargaining unit.
 - (b) Positions which will remain vacant.
 - (c) Positions which are accreted into the bargaining unit.
- The President of the Union shall be notified in writing of any job that the City does not intend to fill within seven (7) days of the position becoming vacant.

- 25.2 When a position covered by this agreement becomes vacant such vacancy shall also be posted in the Personnel Office listing the pay, duties, and qualifications. Employees interested shall apply in writing within the seven (7) working day period. The City shall permit the applicant with the most seniority and minimum qualifications to train for the position for twenty (20) days prior to the administering of the test for the position, unless the parties agree that a longer training period of forty-five (45) days is necessary for a given position. In the event an employee returns to his or her position for any reason, the City shall allow the next senior employee to move into the position and so on. The job will be reposted only after the top five (5) senior employees on the list for the position is exhausted.
- 25.3 When a job has been posted and an employee has been awarded the job the employee shall be placed in the vacancy within seven (7) days.
- 25.4 If no applicant is qualified, the City may fill the position from outside the bargaining unit.
- 25.5 The City and the Union agree that employees who bid on jobs must have the minimum qualifications as required by State or Federal Law to bid on jobs. Bargaining unit employees must have licenses which are required for the jobs such as a CDL (Commercial Driver's Licenses). Inspectors, Building Inspectors, and Plumbing Inspectors must have licenses in compliance with State and Federal regulations.
- 25.6 No employee may successfully bid more than one (1) time in any twelve (12) month period. This provision can be waived by mutual agreement between the Union and the City in the event that no other bidding employee is qualified to fill a posted vacancy. For purposes of this section, the twelve (12) month limitation on successful bids shall not apply in cases where the job to which an employee successfully bids has a higher rate of pay or a preferred shift.
- 25.7 Water Supply Board Employees in the following positions must have or obtain within one (1) year and maintain while in the position the licenses required by State and Federal Drinking Water Laws and Regulations:
- Water Treatment Plant Operator - Grade Three Water Treatment Plant Operator Certification issued by the State of Rhode Island;
 - Water Utility Worker - Grade One Water Distribution Operator Certification issued by the State of Rhode Island; and a drivers license valid in the

State of Rhode Island.

- 25.8 An application list shall be established for the position of Crossing Guard. Any employee who may be interested in applying for the position of Crossing Guard whenever such position or positions become available may have his or her name placed on the Crossing Guard application list at any time. Employees who desire to have their names placed on this list shall do so by filing the appropriate application form with the Personnel Office. Crossing Guard vacancies shall be filled by the City by offering the position to bargaining unit employees on the application list with the most seniority. The City shall not be obligated to post any Crossing Guard position but may from time to time make a general posting announcing open Crossing Guard positions.

ARTICLE 26

DISCIPLINARY ACTION

- 26.1 Disciplinary action may be imposed upon an employee only for just cause.
- 26.2 After a period of eighteen (18) months, written reprimands shall be expunged from the employee's personnel records.
- 26.3 The contents of an employee's personnel record shall be disclosed to the employee upon his or her request and shall also be disclosed to the employee's Union Representative subject to the employee's permission.
- 26.4 Where appropriate, the employee shall be counseled in the presence of the Union President in order to improve the employee's performance of work. In the event the Employer desires to counsel an employee, in order to improve the employee's work performance, the employee shall be counseled in the presence of the Union President or his or her designee. Any employee who is to be counseled by the Employer shall receive a three (3) day written notice prior to such counseling.
- 26.5 Where appropriate, disciplinary action may include the following:
- Verbal Warning
 - Written Reprimand
 - Suspension
 - Termination
- 26.6 When disciplinary action is to be implemented, the City shall within two (2) working days, notify the employee at the employee's last known address, and the Union, in writing, of the specific reasons for such action.

ARTICLE 27

STRIKES AND LOCKOUTS

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

ARTICLE 28

SAVINGS CLAUSE

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

ARTICLE 29

SHIFT PREMIUM AND PAGING DEVICES

- 29.1 Any employee covered by this agreement who works a regularly scheduled second shift shall receive a forty (.40) cent per hour differential increase in pay. Effective July 1, 2002 this shift differential shall be fifty (.50) cents per hour.
- 29.2 Any employee who works a regularly scheduled third shift shall receive a fifty (.50) cent per hour differential increase in pay. Effective July 1, 2002 this shift differential shall be sixty (.60) cents per hour.
- 29.3 All shift premiums shall be included in all paid leaves.
- 29.4 Employees who are required to carry paging devices during hours which they are not regularly scheduled to work shall receive a \$15.00 per week premium.

ARTICLE 30

OUT OF GRADE PAYMENT

- 30.1 Any request to work out of grade must be in writing by the employees Supervisor and attached to the weekly payroll. Those requested to work in a lower classification shall receive the rate of pay of the position from which they are transferred. Any employee working out of grade shall receive the rate of pay for the classification he or she is working in and the rate of pay shall be at the same step that he or she works in. Any employee whose rate of pay is less than an Equipment Operator II rate of pay shall receive the rate of pay of Equipment Operator II when that employee engages in snow plowing and sanding using equipment other than pickup trucks. If an employee is

requested to work out of grade, his or her supervisor must notify payroll in writing of the intent for the employee to work out of grade.

- 30.2 No bargaining unit employees shall be placed in any City position outside the bargaining unit. In the event an employee voluntarily accepts work for the City outside the bargaining unit then he or she will lose his or her seniority and may return to a bargaining unit position as a new probationary employee without seniority subject to the terms of Article 24, Seniority, Subsection 24.2.

ARTICLE 31

NON-BARGAINING UNIT WORK

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

ARTICLE 32

CLOTHING

- 32.1 The City agrees to furnish uniforms to employees of the Public Works and Water Supply Board, who through the nature of their work, are required to be identified by the public on sight. Protective clothing shall be furnished to employees who by nature of a particular job may damage their own clothing.
- 32.2 The City of Pawtucket agrees to furnish three (3) piece uniforms to all employees of the Public Works, Water Supply Board, Cemetery, all custodial employees and building maintenance division in lieu of protective clothing.
- 32.3 Park and Property Control Officers and Matrons shall receive an annual allowance of three hundred seventy-five (\$375.00) dollars which allowance shall be used solely for cleaning and pressing of uniforms. Effective July 1, 2002 this amount shall be four hundred (\$400.00) dollars per year. Animal Control Officers shall receive four hundred twenty-five (\$425.00) per year. Effective July 1, 2002 this amount shall be four hundred seventy-five (\$475.00) dollars per year.

- 32.4 Crossing Guards shall receive an annual allowance of two hundred twenty-five (\$225.00) dollars which allowance shall be used solely for cleaning and pressing of uniforms which shall be paid by October 30th of each year. Effective July 1, 2002, this amount shall be two hundred fifty (\$250.00) dollars per year. The City shall replace articles as damaged and shall give a new issue of clothing every five (5) years.
- 32.5 Employees covered in paragraphs 1-4 of this article are required during working hours to wear the full uniform as issued by the City. Exceptions to the above will be mutually agreed upon by the parties. If mutual agreement is not reached, the Union shall have the right to grieve.
- 32.6 Employees who are not covered in paragraphs 1 through 4 of this Article because they are not required to wear a uniform shall adhere to the dress code which is follows:
The personal appearance of employees shall be governed by the following standard:
1. Employees who work in an office setting are expected to dress in a manner that is normally acceptable in business establishments.
 2. Employees whose work requires more casual attire may with notice be advised that certain attire is not appropriate.
 3. Should an employee report for work improperly dressed, the supervisor shall take appropriate corrective action.

ARTICLE 33

RETIREMENT BENEFITS

- 33.1 Employees covered by this Agreement shall be participants in the R.I. Municipal Employees' Retirement System.
- 33.2 Employees who retire shall be allowed to participate in the Group Life Insurance plan as specified in Article 40 of this agreement, at their own expense, subject to insurance carrier rules.
- 33.3 Effective July 1, 1993 the "Plan C" COLA provision shall be included in the pension program of the R.I. Municipal Employees' Retirement System.

ARTICLE 34

LONGEVITY

- 34.1 Longevity payment shall be paid at the following percentage rates on employee's base annual pay for his or her permanent class of position. Time in service shall be considered from the last date of hire.

0-4 years	0%
5-9 years	6%
10-14 years	7%
15-19 years	8%
20 years & Over	9%

- 34.2 Longevity payments shall be paid on an annual basis the first pay period after an employee's anniversary date of hire and shall not apply to overtime or shift differential but shall apply to retirement benefits.
- 34.3 Notwithstanding any other sections of this agreement all employees who are members of the bargaining unit shall be entitled to their longevity benefit on a prorated basis regardless of their employment status (i.e. on unpaid leave due to illness or any other excused leave, on Workers' Compensation, Temporary Disability Insurance, etc.).

ARTICLE 35

GRIEVANCE AND ARBITRATION PROCEDURE

- 35.1 The purpose of the grievance procedure shall be to settle grievances of the employees in the bargaining unit including problems concerning working conditions, on as low a level possible and as quickly as possible so as to insure efficiency of the department's operation and to promote employee morale.
- 35.2 Any employee covered by this agreement who has a grievance must submit the grievance in writing to the Union and his or her immediate supervisor within ten (10) working days of the date of the grievance or his or her knowledge of its occurrence, but must first consult with the Department Supervisor before submitting a written grievance. He or she shall have the right to have a Steward or Union representative present during the discussion.

- 35.3 Grievances initiated by the Union concerning contract violations shall commence with Step 2 of the procedure and initiated within ten (10) working days of its occurrence or knowledge of its occurrence.
- 35.4 The city and the Union agree to the following steps to be followed for the settling of all grievances under this agreement:
- Step 1:** The employee who has a grievance should first discuss the grievance with his or her immediate Supervisor and his or her Union Steward or Representative.
- Step 2:** If no agreement is reached, the employee involved and/or with his or her Union Steward or Representative, shall discuss the grievance with the next in line of supervision. The above Supervisor shall respond to the Steward in writing within three (3) working days provided it is a written grievance.
- Step 3:** If the grievance still remains unadjusted, it shall be discussed with the Personnel Director within three (3) working days, after the response in Step 2 is due. The Personnel Director shall respond in writing within three (3) working days after the grievance has been discussed with the Personnel Director.
- Step 4:** If the grievance is not settled either party shall, within twenty-five (25) working days after the reply of the Personnel Director is due, by written notice to the other party, refer the grievance to the American Arbitration Association in accordance with its rules then obtaining. The parties may mutually agree to an alternative method of arbitration.
- 35.5 The expense of the arbitrator shall be shared equally by the parties.
- 35.6 The arbitrator shall have the right to determine the amount of retroactive pay, if any, the employee is due in the event the arbitrator overrules the city's decision with respect to suspension, discharge or discipline.
- 35.7 The decision of the arbitrator shall be final and binding on any matter pertaining to the provisions of this contract provided further that the arbitrator shall not have the power to add to or subtract from or modify any of the terms of this agreement, and no appeal shall be taken except on the grounds that the decision was procured by fraud or that the arbitrator exceeded his authority.
- 35.8 It shall be incumbent upon both parties to seek to settle all grievances and disputes at the lowest level possible. The time limits specified on any level of this procedure may be extended in any specific instance by mutual agreement of the parties in writing.
- 35.9 The City shall provide any and all records which are requested by the Union which the Union deems necessary in order to resolve grievances except individual personnel

records without the explicit written approval of the employee. The Union shall hold harmless the City for turning over records to the Union. All requests for records must be in writing.

ARTICLE 36

WAGES AND CLASSIFICATIONS

- 36.1 July 1, 2006 3.25% wage increase
- 36.2 All wage rates shall be included in Appendix A of this agreement.
- 36.3 Wage increases specified in 36.1 above shall become effective on the Sunday which falls closest to July 1 of the year when increases are due.

ARTICLE 37

MILEAGE AND PARKING

- 37.1 Mileage payments for employees who are required by the City to use their vehicles on City business shall be the IRS rate.
- 37.2 Employees will be provided on a "first come - first served" basis access to parking in the Municipal Lot, Roosevelt Avenue, and will be issued permits for designated areas.

ARTICLE 38

RECLASSIFICATION

- 38.1 If a Union employee has the duties and responsibilities of his or her position changed as a result of modernization, alteration or addition to his or her existing place of work, a review shall be conducted by the Personnel Director to determine if such changes in duties and responsibilities warrant reclassification of his or her position. The decision of the Personnel Director may be referred to arbitration in accordance with the procedure set forth below in subsection 38.2.
- 38.2 In the event the matter is referred to arbitration, the following shall be the special procedure.
 - 1. The parties shall agree to a list of 10 arbitrators no later than 30 days after the signing of this Agreement.
 - 2. The list of 10 arbitrators shall be the list from which the parties shall select an arbitrator for reclassification disputes.

3. The arbitrators selected shall have a per diem rate of maximum of \$500 excluding travel and other related expenses.
 4. The arbitrator may hear up to 3 reclassification disputes in 1 day.
 5. Any arbitration award which includes retroactive payments shall be limited to a maximum of 1 year.
 6. The decision of the arbitrator shall be final and binding.
 7. The expenses of the arbitrator shall be borne equally by the parties.
 8. The arbitrator shall render a decision no later than 30 calendar days from the date of the hearing.
 9. The hearings shall be held at either a convenient city location or at Council 94 Union Hall.
 10. This procedure may be modified only by mutual agreement in writing.
- 38.3 The foregoing shall not be construed to limit the City from eliminating positions which it determines have been made in excess of modernization, alteration or addition. Requests for reclassification may be made only once every 2 years from the date of applying for a reclassification unless there has been a major change in the job.

ARTICLE 39

TOOLS

- 39.1 The City agrees there will be a tool allotment with a maximum of two thousand (\$2000.00) dollars to be made available to twenty (20) employees. The maximum any one individual may obtain is one hundred twenty-five (\$125.00) dollars, with that amount decreased if the number of employees exceeds twenty (20) in any one contract year. The Union agrees that once the two thousand (\$2000.00) has been fully expended the City's obligation has been met. This allotment shall also apply to tools damaged because of City connected work. Employees in this category will furnish a receipt to the City. However, the original tools must be returned. Supervisors will verify a list of tools owned by the employees, and only tools listed thereon shall be subject to this article. Tools added from time to time must be verified. If no tools are damaged during the year, the allotment will be paid between September 1 and October 1 of any contract year.

ARTICLE 40

LIFE INSURANCE

- 40.1 All employees covered by the agreement will be covered by thirty thousand (\$30,000.00) dollars of life insurance secured by the City.

ARTICLE 41

TUITION REIMBURSEMENT

- 41.1 The City shall establish a Tuition Reimbursement program for all employees covered by this Agreement. This program shall be funded annually at the rate of ten thousand (\$10,000.00) per fiscal year and shall not be cumulative from year to year.
- 41.2 Employees shall be allowed to take two (2) courses per semester. The course must be taken at an accredited college, university, business or trade school. The course must be job related and approved in advance by the Director of Personnel. Employees shall be reimbursed for the tuition cost of the course within thirty (30) days of completion of the course provided the employee received a passing grade and provides satisfactory evidence of successful completion of the course.
- 41.3 Employees who are absent from work due to job related injuries and are receiving Workers' Compensation shall not be eligible for this program.
- 41.4 Employees shall not be allowed to take courses during their regularly scheduled work hours.
- 41.5 The City shall provide a list of all bargaining unit employees who are participating in this program. This list will include the name of the employee, the course being taken and the institution where the course is being taken and the cost of this course.

ARTICLE 42

PEOPLE DEDUCTION

- 42.1 Upon receipt of a voluntary written authorization from any employee covered by this Agreement on forms provided by the Union, the City shall deduct from the pay of such employees the PEOPLE contributions authorized by the employee and forward said deduction to Council 94. Deductions shall not be coupled with Union dues and shall be forwarded separately.

ARTICLE 43

ALTERATION OF AGREEMENT

- 43.1 Any alteration or modification of this agreement shall be binding upon the parties only if executed in writing.
- 43.2 The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 44

DURATION

- 44.1 The parties agree that this agreement shall be effective from July 1, 2006 and shall continue without change through June 30, 2007.
- 44.2 Further, this contract shall become effective upon the execution thereof by the parties and shall terminate on June 30, 2007, provided, however, that the provisions of this agreement shall be automatically renewed from year to year unless either party shall give written notice to the other party at least ninety (90) days before any subsequent termination date, that it desires to negotiate, amend or modify any or all articles or sections of this agreement.
- 44.3 Further, the Union and the City have the right to re-open negotiations ninety (90) days prior to June 30, 2007 provided written notice is given to either party.
- 44.4 Further, if at the time this agreement would otherwise terminate and the parties are negotiating for a new agreement, the terms and conditions excluding any wage increase hereof shall continue in effect so long as such negotiations continue; and any new agreement shall be made retroactive to the date the agreement would otherwise have terminated.

IN WITNESS WHEREOF the parties hereto set their hands this 9th day of May, 2007.

FOR R.I. COUNCIL 94, AFSCME,
AFL-CIO, LOCAL 1012

FOR THE CITY OF
PAWTUCKET, RHODE ISLAND

Joseph R. Pechham

Joseph R. Pechham, Bus. Agent
Council 94

Maria A. Prevost

Robert J. Horton Sr.

Shane But

Paul Lugo

James C. Doyle

Harvey Boulet

James C. Doyle

APPENDIX A
WAGE RATES
July 1, 2006 to June 30 2007

Position Title	Grade
ACCOUNT CLERK II	R29
ACCOUNTANT II	R43
ADMINISTRATIVE ASSISTANT	R33
ANIMAL CONTROL OFFICER	R34
ASSISTANT LIBRARY DIRECTOR	R55
AUTOMOTIVE SERVICE HELPER	R20
BILINGUAL COMPUTER TECHNICIAN	R27
BLDG. MAINT. FINISH CARPENTER	R36
BUILDING CUSTODIAN I (40)	R06
BUILDING CUSTODIAN II (40)	R14
BUILDING MAINT MECH I	R16
BUILDING MAINT MECH II	R26
BUILDING MAINT MECH II-E.H.	R30
BUILDING MAINT MECH II-PLUMB	R36
BUILDING MAINT MECH III	R40
BUILDING OFFICIAL	R49
CASHIER - COLLECTION CLERK	R23
CASHIER - DISBURSEMENTS CLERK	R29
CHIEF ACCOUNTANT	R49
CLERK I	R13
CLERK II - POLICE	R15
CLERK III - HIGHWAY	R32
CLERK III - 40	R36
COLLECTION CLERK SUPER. POLICE	R27
COLLECTIONS CLERK	R21
COLLECTIONS INTEGRATION SPEC.	R31
COMM RELAT SPEC INTERPRETER	R27
COMPUTER OPERATOR II	R43
CUSTOMER SERVICE CLERK	R01

CYCLONATOR OPERATOR	R28
DAGGETT FARM ATTENDANT	R26
ELECTRICAL INSPECTOR	R33
ENGINEERING AID II	R19
ENVIRONMENTAL ACTION OFFICER	R29
ENVIRONMENTAL CONTROL CLERK	R11
ENVIRONMENTAL INSPECTOR	R35
EQUIPMENT OPERATOR I	R12
EQUIPMENT OPERATOR II	R20
EQUIPMENT OPERATOR II - BW	R20
EQUIPMENT OPERATOR II-RECYCLIN	R36
EQUIPMENT OPERATOR II-SAN	R30
EQUIPMENT OPERATOR III	R32
FIRE OFFICE SUPERVISOR	R37
FIRE PREVENTION CLERK II	R29
FIXED ASSET ACCOUNTANT	R33
HOUSE/CODE ENFORCEMENT ASSIST.	R13
HOUSE/CODE ENFORCEMENT INSPECT	R31
ICE RINK ATTENDANT	R12
INCINERATOR SUPERVISOR	R26
IRRIGATION & FERTILIZATION SUP	R18
JUNIOR ACCOUNTANT	R33
JUNIOR MUNICIPAL ELECTION CLERK	RL2
JUNIOR PURCHASING CLERK	R25
LABOR SUPERVISOR I	R26
LABORER II	R10
LIBRARIAN I	R43
LIBRARIAN II	R49
LIBRARY ASSISTANT I	R13
LIBRARY ASSISTANT I/PT	U01
LIBRARY ASSISTANT II	R23
LIBRARY ASSISTANT III	R27
LIBRARY ASST I - CIRCULATION	R17
LIBRARY ASST II - CIRCULATION	R25
LIBRARY BOOKMOBILE OP & CLERK	R27
LIBRARY CIRCULATION SUPERVISOR	R31
LIBRARY PAGE	RL1

LIBRARY SENIOR PAGE	RL2
LIBRARY SECRETARY	R40
MATRON/COURT INTERPRETER	R36
MECHANIC II - LEVEL I	R30
MECHANIC II - LEVEL III	R34
MECHANIC II - LEVEL IV	R36
MECHANIC III	R38
MECHANIC WELDER	R36
MUNICIPAL CLERK	R27
MUNICIPAL COURT STENOGRAPHER	R13
MUNICIPAL ELECTION CLERK II	R25
MUNICIPAL OFFICE SUPERVISOR	R39
NCIC VALIDATION PERSON	R33
OFFICE CLERK/ENGR. DEPT.	R15
OFFICE CLERK/ZONING DIV.	R23
PARK & PROPERTY CONTROL OFF	R14
PARK & RECREATION ATTENDANT	R12
PARK & RECREATION CLERK	R25
PAYROLL SECTION CHIEF	R43
PAYROLL/MEDICAL CLERK	R29
PERMIT PROCESSING AIDE	R09
PLUMBING INSPECTOR	R33
POLICE & FIRE FLEET MECH.SPEC.	R44
POLICE ADJUDICATION CLERK	R27
POLICE ADMN. CLERK III	R27
POLICE CLERK I	R15
POLICE CLERK II	R21
POLICE MATRON	R22
POLICE PAYROLL CLERK	R27
POLICE SIGNAL OPERATOR	PD1
POLICE TRAFFIC CLERK	R23
POLICE TRAFFIC CLERK II	R23
POLICE-CHIEF ACCOUNTANT	R49
POLICE/CD SECRETARY	R29
POUND KEEPER (PT)	U01
PRINICPAL TAX ASSISTANT	R35
PROBATE CLERK SUPERVISOR	R35

PUBLIC WORKS CLERK	R27
PURCHASING CLERK	R27
RECORDS CLERK	R31
RECREATION CLERK	R13
SCHOOL CROSSING GUARD	SC1
SENIOR ACCOUNTS PAYABLE CLERK	R33
SENIOR PLANNER	R43
SENIOR SERVICE SECRETARY	R27
SENIOR SERVICE/CASE WORKER	R15
SENIOR SERVICES COORDINATOR	R55
SENIOR SERVICES/PROGRAM COORD	R27
SENIOR TRAFFIC ENGINEERING AID	R36
SEWER & REFUSE LABORER	R12
SEWER & REFUSE LABORER - SAN	R26
SEWER & REFUSE LABORER-BW	R12
SUPERV. OF THE ANIMAL SHELTER	R46
SUPERVIS. OF BLDG. MAINT. I	R34
SUPERVIS. OF INVENTORY & STORE	R32
SUPERVIS. OF PUBLIC WORKS OFFI	R35
SWITCHBOARD OPERATOR (35)	R09
TAX CLERK	R23
TAX RECONCILIATION CLERK	R29
TAX SALE/LIEN CLERK	R29
TRAFFIC LABORER	R10
TRAFFIC LANE PAINTER	R20
TRAFFIC SIGN PAINTER	R20
TRAFFIC SIGNAL TECHNICIAN	R34
VETERINARY TECH/OFFICE MANAGER	R28
WATER BLDG MAINT CUSTODIAN	R16
WATER BOARD ENGINEERING CLERK	R36
WATER BOARD ENGINEERING INTERN	U01
WATER BOARD T&D OPERATION ASST	R38
WATER CROSS CONNECT CTRL TECH	R38
WATER CUSTOMER SERVICE AGENT	R36
WATER CUSTOMER SERVICE REP	R38
WATER DISTRIB. CREW LEADER I	R44
WATER DISTRIB. CREW LEADER II	R46

WATER DISTRIB. CREW LEADER III	R48
WATER DISTRIB. CREW LEADER IV	R48
WATER EQUIPMENT OPERATOR I	R36
WATER EQUIPMENT OPERATOR II	R40
WATER EQUIPMENT OPERATOR III	R44
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WATER METER READER SERV.PERSON	R28
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WATER STOCKROOM CLERK	R30
WATER UTILITY WORKER	R28
WATER UTILITY WORKER I	R32
WATER UTILITY WORKER II	R36
WATER UTILITY WORKER III	R40
WATER UTILITY WORKER IV	R44
WEEKEND WATCH/ICE CONTROL PERS	R20
ZONING & CODE ENFORCE MANAGER	R29



CITY OF PAWTUCKET

CITY HALL
137 ROOSEVELT AVENUE
PAWTUCKET, RHODE ISLAND 02860

DIVISION OF PERSONNEL

JAMES E. DOYLE
MAYOR

ANGEL S. GARCIA
PERSONNEL DIRECTOR

May 17, 2007

The Honorable Members of the
Pawtucket City Council
Pawtucket City Hall
137 Roosevelt Avenue
Pawtucket, RI 02860

SUBJECT: Local 1012 Pay Plan

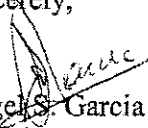
RECEIVED
CITY CLERK'S OFFICE
2007 MAY 17 A 9:23

Dear Council Members:

I am requesting that you approve Local 1012 Pay Plan that has been approved by the Personnel Board to become effective July 1, 2006 & July 1, 2007 and approved by the Personnel Board at its meeting held on May 16, 2007..

If you have any questions pertaining to this correspondence, please feel free to contact me.

Sincerely,


Angel S. Garcia
Director of Personnel

Attachment

cc: Harvey E. Goulet, Jr., Director of Administration
Ronald L. Wunschel, Director of Finance

TO: Personnel Board

FROM: Angel S. Garcia
Director of Personnel

DATE: May 10, 2007

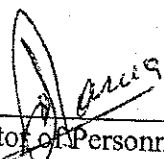
SUBJECT: Local 1012 Pay Plan Effective July 1, 2006

DISCUSSION:

I am enclosing a copy of the Local 1012 Pay Plan to become effective July 1, 2006.


RECOMMENDATION:

That you approve the above request.



Director of Personnel

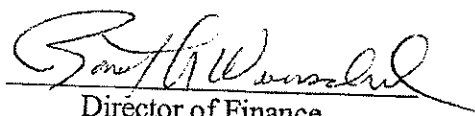
- ☒ Concurrence, Collective Bargaining Agreement
- ☒ Compliance with Charter Provisions



APPROVAL AS TO SUFFICIENCY OF FUNDS:

For Present Budget:

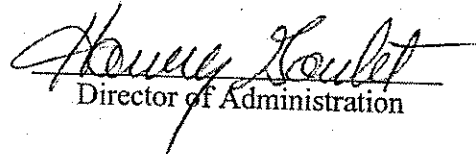
Yes ☒
No ☐



Director of Finance

Page 2
Local 1012 Pay Plan

CONCURRENCE:


Director of Administration

Implementation:
Please sign and return to the Personnel Division.

Approve:

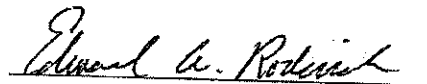
☒

Reject:

☐

Other:

☐



Chairman

5/16/07

Date

TO: Personnel Board

FROM: Angel S. Garcia
Director of Personnel

DATE: May 10, 2007

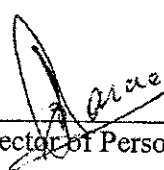
SUBJECT: Local 1012 Pay Plan Effective July 1, 2007

DISCUSSION:

I am enclosing a copy of the Local 1012 Pay Plan to become effective July 1, 2007.

RECOMMENDATION:

That you approve the above request.



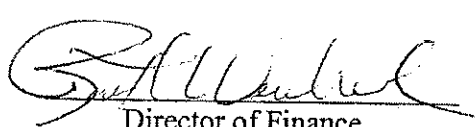
Director of Personnel

- ☒ Concurrence, Collective Bargaining Agreement
☒ Compliance with Charter Provisions

APPROVAL AS TO SUFFICIENCY OF FUNDS:

For Present Budget: Yes ☒
No ☐

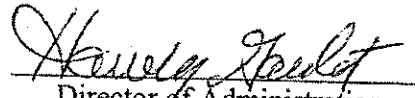
Providing budget approval.



Director of Finance

Page 2
Local 1012 Pay Plan

CONCURRENCE:


Director of Administration

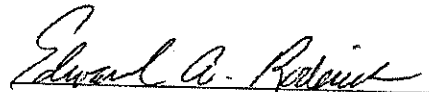
Implementation:

Please sign and return to the Personnel Division.

Approve: ☒

Reject: ☐

Other: ☐



Chairman

5/16/07

Date

AN ORDINANCE ESTABLISHING A PAY PLAN FOR THE CITY OF PAWTUCKET
FOR LOCAL 1012 July 1, 2006 – June 30, 2007.

Be it ordained by the City of Pawtucket as follows:

SECTION 1. The following Pay Plan is adopted as the official Pay Plan for Local 1012 of the Classified Service and shall be applied to positions in that service as hereinafter provided.

SECTION 2. Schedule of Annual Pay Rates for members of Local 1012.

July 1, 2006-June 30, 2007

SCHEDULE OF ANNUAL PAY RATES FOR
LOCAL 1012
35 HOURS PER WEEK

GRADE	STEP 1	STEP 2	STEP 3
R01	\$24,480.63	\$24,864.34	\$25,242.99
R03	\$24,864.34	\$25,242.99	\$25,625.40
R05	\$25,242.99	\$25,625.40	\$26,060.61
R07	\$25,625.40	\$26,060.80	\$26,503.34
R09	\$26,060.80	\$26,503.34	\$26,957.15
R11	\$26,503.34	\$26,957.15	\$27,478.24
R13	\$26,957.15	\$27,478.24	\$28,018.87
R15	\$27,478.24	\$28,018.87	\$28,615.13
R17	\$26,606.88	\$27,752.41	\$28,953.38
R19	\$28,018.87	\$28,615.13	\$29,211.57
R21	\$28,615.13	\$29,211.57	\$29,868.15
R23	\$29,211.57	\$29,868.15	\$30,526.04
R25	\$29,868.15	\$30,526.04	\$31,245.00
R27	\$30,885.51	\$31,873.76	\$32,942.62
R29	\$32,709.61	\$33,950.22	\$35,287.80
R31	\$33,954.17	\$35,287.80	\$36,628.01
R33	\$35,287.80	\$36,628.01	\$38,058.80
R35	\$36,628.01	\$38,058.80	\$39,588.24
R37	\$38,058.80	\$39,588.24	\$41,209.76
R39	\$39,588.24	\$41,209.76	\$42,858.33
R41	\$41,209.76	\$42,858.33	\$44,615.15
R43	\$42,833.72	\$44,548.44	\$46,373.28
R45	\$42,858.33	\$44,615.15	\$48,228.00
R47	\$46,373.28	\$48,228.00	\$50,330.77
R49	\$48,228.00	\$50,330.77	\$52,692.11
R51	\$50,330.77	\$52,692.11	\$54,852.19
R53	\$52,692.11	\$54,852.19	\$56,847.48
R55	\$54,852.19	\$56,847.48	\$58,978.43

SCHEDULE OF ANNUAL PAY RATES FOR
LOCAL 1012
40 HOURS PER WEEK

GRADE	STEP 1	STEP 2	STEP 3
R02	\$26,651.50	\$27,033.34	\$27,415.19
R04	\$27,033.34	\$27,415.19	\$27,795.31
R06	\$27,415.19	\$27,795.31	\$28,230.20
R08	\$27,795.31	\$28,230.20	\$28,666.59
R10	\$28,230.63	\$28,666.59	\$29,103.84
R12	\$28,666.59	\$29,104.28	\$29,591.56
R14	\$29,104.28	\$29,591.35	\$30,084.44
R16	\$29,591.35	\$30,084.44	\$30,649.47
R18	\$29,865.38	\$30,307.79	\$30,820.85
R20	\$30,084.00	\$30,649.47	\$31,219.23
R22	\$30,623.27	\$31,219.23	\$31,877.68
R24	\$29,468.72	\$30,697.36	\$32,021.57
R26	\$31,219.23	\$31,877.68	\$32,536.78
R28	\$31,877.68	\$32,536.56	\$33,253.44
R30	\$32,213.57	\$33,361.68	\$34,604.06
R32	\$32,429.62	\$33,575.78	\$34,821.83
R34	\$33,149.92	\$34,220.06	\$35,367.10
R36	\$34,220.06	\$35,367.10	\$36,521.65
R38	\$36,521.65	\$37,755.66	\$39,072.78
R40	\$37,491.29	\$38,924.60	\$40,454.98
R42	\$38,992.90	\$41,795.08	\$41,954.86
R44	\$40,710.33	\$43,512.95	\$43,671.65
R46	\$42,238.13	\$45,151.14	\$45,320.15
R48	\$43,847.12	\$46,878.02	\$47,050.90

SECTION 3. Schedule of Annual Pay Rates assigned to established
classified Local 1012 Union Positions.

July 1, 2006-June 30, 2007

ACCOUNT CLERK II	R29
ACCOUNTANT II	R43
ADMINISTRATIVE ASSISTANT	R33
ANIMAL CONTROL OFFICER	R34
ASSISTANT LIBRARY DIRECTOR	R55
AUTOMOTIVE SERVICE HELPER	R20
BILINGUAL COMPUTER TECHNICIAN	R27
BLDG. MAINT. FINISH CARPENTER	R36
BUILDING CUSTODIAN I (40)	R06
BUILDING CUSTODIAN II (40)	R14
BUILDING MAINT MECH I	R16
BUILDING MAINT MECH II	R26
BUILDING MAINT MECH II-E.H.	R30
BUILDING MAINT MECH II-PLUMB	R36
BUILDING MAINT MECH III	R40
BUILDING OFFICIAL	R49
CASHIER - COLLECTION CLERK	R22

CLERK III - 40	R36
COLLECTION CLERK SUPER. POLICE	R27
COLLECTIONS CLERK	R21
COLLECTIONS INTEGRATION SPEC.	R31
COMM RELAT SPEC INTERPRETER	R27
COMPUTER OPERATOR II	R43
CUSTOMER SERVICE CLERK	R01
CYCLONATOR OPERATOR	R28
DAGGETT FARM ATTENDANT	R26
ELECTRICAL INSPECTOR	R33
ENGINEERING AID II	R19
ENVIRONMENTAL ACTION OFFICER	R29
ENVIRONMENTAL CONTROL CLERK	R11
ENVIRONMENTAL INSPECTOR	R35
EQUIPMENT OPERATOR I	R12
EQUIPMENT OPERATOR II	R20
EQUIPMENT OPERATOR II - BW	R20
EQUIPMENT OPERATOR II-RECYCLIN	R36
EQUIPMENT OPERATOR II-SAN	R30
EQUIPMENT OPERATOR III	R32
FIRE OFFICE SUPERVISOR	R37
FIRE PREVENTION CLERK II	R29
FIXED ASSET ACCOUNTANT	R33
HOUSE/CODE ENFORCEMENT ASSIST.	R13
HOUSE/CODE ENFORCEMENT INSPECT	R31
ICE RINK ATTENDANT	R12
INCINERATOR SUPERVISOR	R26
IRRIGATION & FERTILIZATION SUP	R18
JUNIOR ACCOUNTANT	R33
JUNIOR PURCHASING CLERK	R25
LABOR SUPERVISOR I	R26
LABORER II	R10
LIBRARIAN I	R43
LIBRARIAN II	R49
LIBRARY ASSISTANT I	R13
LIBRARY ASSISTANT II	R23
LIBRARY ASSISTANT III	R27
LIBRARY ASST I - CIRCULATION	R17
LIBRARY ASST II - CIRCULATION	R25
LIBRARY BOOKMOBILE OP & CLERK	R27
LIBRARY CIRCULATION SUPERVISOR	R31
LIBRARY SECRETARY	R40
MATRON/COURT INTERPRETER	R36
MECHANIC II - LEVEL I	R30
MECHANIC II - LEVEL III	R34
MECHANIC II - LEVEL IV	R36
MECHANIC III	R38
MECHANIC WELDER	R36
MUNICIPAL CLERK	R27
MUNICIPAL COURT STENOGRAPHER	R13
MUNICIPAL ELECTION CLERK II	R25
MUNICIPAL OFFICE SUPERVISOR	R39
NCIC VALIDATION PERSON	R33
OFFICE CLERK/ENGR. DEPT.	R15
OFFICE CLERK/ZONING DIV.	R23
PARK & PROPERTY CONTROL OFF	R14
PARK & RECREATION ATTENDANT	R12
PARK & RECREATION CLERK	R25
PAYROLL SECTION CHIEF	R43
PAYROLL/MEDICAL CLERK	R29
PERMIT PROCESSING AIDE	R09

POLICE CLERK II	R21
POLICE MATRON	R22
POLICE PAYROLL CLERK	R27
POLICE TRAFFIC CLERK	R23
POLICE TRAFFIC CLERK II	R23
POLICE-CHIEF ACCOUNTANT	R49
POLICE/CD SECRETARY	R29
PRINICPAL TAX ASSISTANT	R35
PROBATE CLERK SUPERVISOR	R35
PUBLIC WORKS CLERK	R27
PURCHASING CLERK	R27
RECORDS CLERK	R31
RECREATION CLERK	R13
SENIOR ACCOUNTS PAYABLE CLERK	R33
SENIOR PLANNER	R43
SENIOR SERVICE SECRETARY	R27
SENIOR SERVICE/CASE WORKER	R15
SENIOR SERVICES COORDINATOR	R55
SENIOR SERVICES/PROGRAM COORD	R27
SENIOR TRAFFIC ENGINEERING AID	R36
SEWER & REFUSE LABORER	R12
SEWER & REFUSE LABORER - SAN	R26
SEWER & REFUSE LABORER-BW	R12
SUPERV. OF THE ANIMAL SHELTER	R46
SUPERVIS. OF BLDG. MAINT. I	R34
SUPERVIS. OF INVENTORY & STORE	R32
SUPERVIS. OF PUBLIC WORKS OFFI	R35
SWITCHBOARD OPERATOR (35)	R09
TAX CLERK	R23
TAX RECONCILIATION CLERK	R29
TAX SALE/LIEN CLERK	R29
TRAFFIC LABORER	R10
TRAFFIC LANE PAINTER	R20
TRAFFIC SIGN PAINTER	R20
TRAFFIC SIGNAL TECHNICIAN	R34
VETERINARY TECH/OFFICE MANAGER	R28
WATER BLDG MAINT CUSTODIAN	R16
WATER BOARD ENGINEERING CLERK	R36
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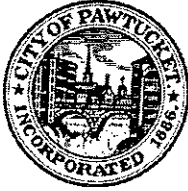
SECTION 4. Schedule of Weekly and Hourly Pay Rates for Union Part-Time

UNION

Library Page	\$8.76 - \$9.54 per hr.
Senior Library Page	\$9.54 - \$10.33 per hr.
Pound Keeper (pt)	\$10.56 per hour
School Crossing Guard	\$271.96 per week
Customer Service Clerk	\$12.61 per hr.
Library Assistant I (pt)	\$15.40 per hr.
Police Signal Operator	\$846.34 per week
Junior Municipal Election Clerk	\$9.54-\$10.33 per hr.
Water Board Engineering Intern	\$15.93 per hr.

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

SECTION 6. This Ordinance shall take effect and become operative upon final passage.



CITY OF PAWTUCKET

CITY HALL
137 ROOSEVELT AVENUE
PAWTUCKET, RHODE ISLAND 02860

DIVISION OF PERSONNEL

JAMES E. DOYLE
MAYOR

ANGEL S. GARCIA
PERSONNEL DIRECTOR

May 17, 2007

The Honorable Members of the
Pawtucket City Council
Pawtucket City Hall
137 Roosevelt Avenue
Pawtucket, RI 02860

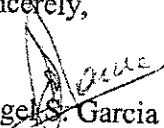
SUBJECT: Local 1012 Pay Plan

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Sincerely,


Angel S. Garcia
Director of Personnel

Attachment

cc: Harvey E. Goulet, Jr., Director of Administration
Ronald L. Wunschel, Director of Finance

RECEIVED
CITY CLERK'S OFFICE
2007 MAY 17 A 9:23

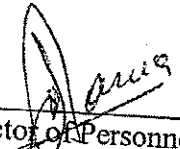
TO: Personnel Board
FROM: Angel S. Garcia
Director of Personnel
DATE: May 10, 2007
SUBJECT: Local 1012 Pay Plan Effective July 1, 2006

DISCUSSION:

I am enclosing a copy of the Local 1012 Pay Plan to become effective July 1, 2006.

RECOMMENDATION:

That you approve the above request.



Director of Personnel

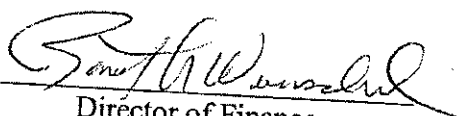
- ☒ Concurrence, Collective Bargaining Agreement
- ☒ Compliance with Charter Provisions



APPROVAL AS TO SUFFICIENCY OF FUNDS:

For Present Budget:

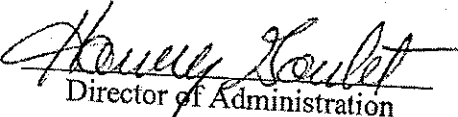
Yes ☒
No ☐



Director of Finance

Page 2
Local 1012 Pay Plan

CONCURRENCE:

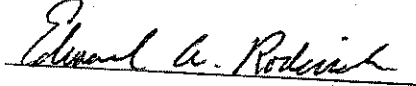

Director of Administration

Implementation:
Please sign and return to the Personnel Division.

Approve: ☒

Reject: ☐

Other: ☐



Chairman

5/16/07

Date

TO: Personnel Board
FROM: Angel S. Garcia
Director of Personnel
DATE: May 10, 2007
SUBJECT: Local 1012 Pay Plan Effective July 1, 2007

DISCUSSION:

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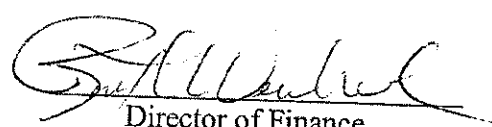


Director of Personnel

- ☒ Concurrence, Collective Bargaining Agreement
☒ Compliance with Charter Provisions

APPROVAL AS TO SUFFICIENCY OF FUNDS:
For Present Budget: Yes ☒
No ☐

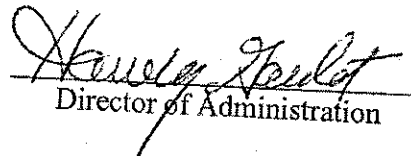
Providing budget approval.



Director of Finance

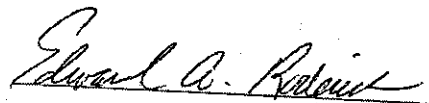
Page 2
Local 1012 Pay Plan

CONCURRENCE:


Director of Administration

Implementation:
Please sign and return to the Personnel Division.

Approve: ☒
Reject: ☐
Other: ☐


Chairman
5/16/07
Date

CONTRACT BETWEEN

TEAMSTERS LOCAL 251

AND

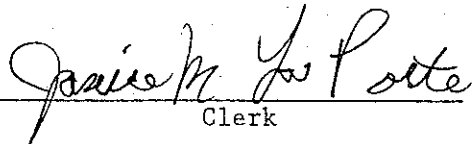
THE PAWTUCKET WATER SUPPLY BOARD

JULY 1, 2005 TO JUNE 30, 2008

IN THE CITY COUNCIL

1/11/2006

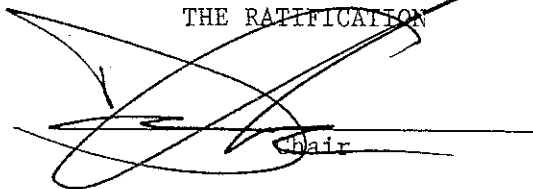
LAID ON THE TABLE
AND REFERRED TO THE
FINANCE COMMITTEE


Clerk

IN FINANCE COMMITTEE

1/18/2006

THE COMMITTEE APPROVES
THE RATIFICATION


Chair

IN CITY COUNCIL

1/25/2006

THE COUNCIL APPROVES THE
RATIFICATION ON A ROLL CALL VOTE

AYES 7 NOES 0
ABSTAINS 1

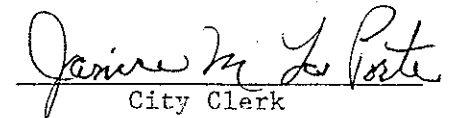

City Clerk

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AGREEMENT

This agreement for three years commencing on July 1, 2005, is between the Pawtucket Water Supply Board (PWSB) and the Teamsters, Local 251 (Union).

PURPOSE

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

ARTICLE 1 –

RECOGNITION

- 1.1 The PWSB recognizes the Union as the sole and exclusive collective bargaining representative for the supervisory, managerial and technical positions within the PWSB for the purpose of collective bargaining with respect to rates of pay and conditions of employment.
- 1.2 The supervisory, managerial and technical positions within the PWSB that are subject to this agreement are listed in Appendix A as described in the State Labor Relations Board Case Number EE-3584.
- 1.3 It is the intent and purpose of the parties hereto that this agreement shall promote harmonious relations between them in the avoidance of labor disputes and shall set forth herein the rates of pay, hours of work and conditions of employment of the employees for whom the Union is recognized as the collective bargaining agent as hereinafter specified and shall be binding upon both parties, their successors and assigns from and after the date thereof, until terminated hereinafter provided.

ARTICLE 2 –

NON DISCRIMINATION

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

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

2.3 The PWSB and Union mutually agree to conform with the Family Medical Leave Act of 1993 and as it may be amended.

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

ARTICLE 3 –

UNION SECURITY

3.1 The PWSB agrees to withhold Union dues from the employees covered by this agreement and who voluntarily authorize such deductions.

3.2 All present and future employees who hold the positions covered by this agreement but elect not to join the Union shall be required to pay to the Union an amount equal to the amount paid by the Union members.

3.3 Employees covered by this agreement may join or withdraw from the Union during the period of time between 90 and 60 days preceding the expiration of the contract.

ARTICLE 4 –

MANAGEMENT RIGHTS

4.1 The Union recognizes that as specifically limited, abridged or relinquished by the terms and provisions of this agreement, all rights to manage, direct and supervise the operations and activities of the PWSB and its employees, and develop and implement policy are vested in the PWSB. The PWSB has the right and obligation to modify any PWSB operations as required by regulatory actions.

4.2 The PWSB reserves the right to institute an Employee Performance and Development Plan to set goals and development objectives for each employee. The Performance and Development Plan will be conducted by the PWSB Chief Engineer and/or Assistant Chief Engineer and/or Chief Financial Officer, with consultation of the Supervisor of the employee. The Plan is not for the purpose of discipline and bargaining unit members will not be required to complete performance reviews on other employees.

ARTICLE 5 –

STRIKES AND LOCKOUTS

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

ARTICLE 6 –

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

ARTICLE 7 –

DISCIPLINARY ACTION

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

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

ARTICLE 8 –

HOURS OF WORK

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

ARTICLE 9 –

HOLIDAYS

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

News Years Day	January 1
Martin Luther King Jr. Day	January 17
President's Day	3rd Monday in February
Good Friday	
RI Independence Day	May 4
Memorial Day	Last Monday in May
US Independence Day	July 4
Victory Day	2nd Monday in August
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Election Day	1st Tuesday in November
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	
Christmas Day	December 25

9.2 In addition to the above listed holidays, the employees covered under this agreement are entitled to a floating holiday which can be taken on any day during the calendar year. Floating holidays cannot be accumulated; any

floating holiday not taken in one calendar year may not be carried into the subsequent year.

9.3 When any authorized holiday falls on a Sunday, the following Monday shall be observed as a holiday. When any authorized holiday falls on a Saturday, the prior Friday shall be observed.

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

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

ARTICLE 10 –

VACATIONS

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

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

10.3 All employees covered by this agreement who had at least five (5) years of continuous service shall be entitled to a vacation leave of sixteen (16) days.

10.4 All employees covered by this agreement who had at least ten (10) years of continuous service shall be entitled to a vacation leave of twenty one (21) days.

10.5 All employees covered by this agreement who had at least fifteen (15) years of continuous service shall be entitled to a vacation leave of twenty six (26) days.

10.6 All employees covered by this agreement who had at least twenty (20) years of continuous service shall be entitled to a vacation leave of thirty one (31) days.

10.7 Not more than twelve (12) weeks of vacation leave may be carried over from year-to-year. For this Agreement, the end of the year shall be defined as being June 30; no employee shall carry more than the allowed amount of vacation time as of June 30 of each year.

10.8 Upon resignation, termination or retirement employees shall be paid one hundred (100%) percent of unused vacation credits.

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

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

ARTICLE 11 –

PERSONAL LEAVE

11.1 Employees shall be entitled to four (4) days of personal leave per year.

Personal days are to be taken in increments of no less than two (2) hours.

Three (3) working days' notice must be given for all requests for personal leave, except in the case of an emergency.

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

ARTICLE 12 –

SICK LEAVE

12.1 Full time permanent employees shall accrue one and one half (1 ½) days of sick leave for each full calendar month of service.

12.2 The PWSB may require a physician's certificate for use of sick leave over five (5) days in length.

12.3 For employees hired before 7/1/02, sick leave may not accrue beyond a total of two hundred twenty (220) days. For employees hired after 7/1/02, sick leave may not accrue beyond a total of two hundred (200) days.

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

12.5 Upon retirement, employees hired before 7/1/02, having accrued sick time shall be eligible to receive a lump sum payment equivalent to one hundred percent (100%) of the accumulated unused sick leave. Employees hired after 7/1/02, having accrued sick time shall be eligible to receive a lump sum payment equivalent to fifty percent (50%) of the accumulated unused sick leave.

12.6 Upon death, an employee hired before 7/1/02 having accrued sick time shall have a lump sum payment equivalent to one hundred (100%) of the accumulated unused sick leave paid to a designated beneficiary. An employee hired after 7/1/02 having accrued sick time shall have a lump sum payment equivalent to fifty percent (50%) of the accumulated unused sick leave paid to a designated beneficiary.

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

ARTICLE 13 –

BEREAVEMENT LEAVE

13.1 The PWSB agrees to allow employees covered by this agreement a leave of absence with pay for up to four working days including the day following the burial of a deceased "family member". For the purposes of this agreement, a

"family member" shall be a mother, father, spouse, significant other as defined in Appendix D, child, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, step-child, step-father, step-mother, aunt, uncle, foster parents, or foster children.

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

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

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

ARTICLE 14 –

LEAVE WITHOUT PAY

14.1 Upon written notice to the PWSB Chief Engineer and subsequent approval by the PWSB, an employee covered by this agreement may be granted a leave of absence without pay for a period not to exceed one (1) year. There must be an acceptable specific reason stated in the request for the leave of absence. Upon expiration of such leave of absence, the employee shall be reinstated to the position to which he or she occupied at the time the leave was granted. Failure of an employee to return to his/her position upon expiration of said leave of absence shall be cause for dismissal. If necessary for the efficient operation of the PWSB, an employee on leave may be notified to return prior to the expiration of the leave. Should the employee fail to return within ten (10) working days, the employee's service with the PWSB will be considered to be terminated, and the position declared to be vacant.

14.2 An employee granted a leave of absence without pay under this article who desires reinstatement to his/her position should notify the PWSB in

writing of their desire to return to their position prior to the expiration of the approved leave period. Upon such request, the employee shall be promptly reinstated to the position occupied by the employee at the time said leave of absence was granted.

14.3 An employee who, through illness or injury, has exhausted his/her sick leave or other benefits, and has been granted an authorized leave of absence without pay based upon his/her physician's recommendations, shall remain covered by his/her medical coverage as provided by the PWSB, as though he/she were on the payroll, for a period not to exceed one (1) year from the date of the last payroll check. This provision shall not apply to an employee who incurs an injury or illness while working for an employer other than the PWSB. Employees that are subject to withholdings of medical co-payment, must continue to do so during the duration of their leave without pay.

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

ARTICLE 15 –

PARENTAL LEAVE

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

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

15.3 Pregnant employees who have exhausted their sick leave or who decline to use their sick leave shall be granted a parental leave without pay for a period of not more than twelve (12) months.

15.4 Employees who become fathers may use up to five (5) days of sick leave for the birth of their child.

ARTICLE 16 –

MILITARY LEAVE

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

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

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

ARTICLE 17 -

JURY DUTY

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

ARTICLE 18 -

WAGES

18.1	July 1, 2005	1%
	January 1, 2006	2.8%
	July 1, 2006	3.0%
	July 1, 2007	3.0%

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

18.3 Employees eligible for out of grade pay at the higher classification if they work in that classification for a minimum of eight (8) hours. They will be paid at the top step.

To work in the higher classification requires the employee to assume the majority of the duties and responsibilities of the higher class position for the period of work.

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

18.5 Employees required to carry a pager shall have a weekly stipend of twenty-five (\$25.00) dollars per week.

ARTICLE 19 –

LONGEVITY

19.1 Employees covered by this agreement shall receive longevity pay according to the following schedule, based on the employee's base annual pay and the total years of service with the PWSB. Time in service shall be considered from the last day of hire.

Beginning with July 1, 2005, employees covered by this agreement shall receive longevity pay according to the following schedule:

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

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

19.3 Employees on unpaid leave will not accrue longevity during their absence, and upon return such longevity will be pro-rated.

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

ARTICLE 20 -

RETIREMENT BENEFITS

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

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

ARTICLE 21-

MEDICAL INSURANCE

21.1 The PWSB shall pay the full cost of employees' medical insurance, individual or family coverage, under the Blue Cross/Blue Shield of Rhode Island HealthMate Coast to Coast ("HealthMate") coverage. The PWSB further agrees to assume and pay the full cost of the following riders: Basic Vision Care Rider; Student Rider coverage to age twenty-five (25); One Thousand (\$1,000.00) Dollars Out-of-Pocket Maximum for Out-of-Network Services; \$ 50.00 Emergency Room Co-Payment Rider; and Prescription Drug Program with co-pays of five (\$5.00)- Dollars generic, Ten (\$10.00) Dollars non-generic formulary, and Thirty (\$30.00), provided for by Blue Cross/Blue Shield of Rhode Island HealthMate Coast to Coast Plan for family as well as for individual coverage.

The members covered by this agreement agree to a co-pay plan for Prescription Drug Program with co-pays of seven (\$7.00) Dollars generic,

Fifteen (\$15.00) Dollars non-generic formulary, and Forty (\$40.00) Dollars non-generic non-formulary when all City personnel accept this co-pay plan.

21.2 Beginning July 1, 2005 (FY06), there is no co-pay required for any employee covered by this agreement. Beginning July 1, 2006 (FY07), all employees shall pay a co-payment of ten (\$10.00) dollars per week if on the family plan and five (5.00) per week if on the single plan. Beginning July 1, 2007 (FY08), all employees shall pay a co-pay of twelve (\$12.00) dollars per week if on the family plan and six (6.00) per week if on the single plan.

21.3 Any employee of the PWSB or the City of Pawtucket who is actively employed on June 30, 1999, and accepts a position within the Union on or after July 1, 1999, shall be considered employees under the terms of this contract.

21.4 The PWSB shall pay the cost of Dental Insurance, individual or family coverage, whichever is requested. Dental Insurance shall include levels I, II, III, and IV.

21.5 The PWSB agrees to permit employees a choice between the HealthMate plan and any other certified health maintenance program, provided that any expense in excess of the basic medical coverage provided by the PWSB under the HealthMate Plan shall be borne by the employee.

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

21.7 For employees hired after July 1, 2002, medical coverage and dental insurance as described above will be paid by the PWSB for retirees who have achieved a minimum of ten (10) years with the PWSB. Coverage will be in effect from age sixty-two (62), through age sixty five (65). Employees who

retire with thirty (30) or more years with the PWSB shall receive the above medical coverage starting at the time of retirement.

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

21.8 Employees shall have the option of receiving a cash payment in lieu of Medical coverage and/or Dental coverage. Employees who elect this option shall receive the following reimbursement on the last payday of November in each year:

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

21.9 Employees who receive medical coverage as stated in the contract, and who retire after July 1, 2002, when they reach age 65, shall receive Blue Cross/ Blue Shield Group Plan 65, or may choose BlueChip Group Plus for Medicare (available only for residents of Rhode Island). The employee may also purchase a policy for a spouse through either group plan at their own cost. Benefit is available for the life of the employee.

ARTICLE 22 –

INSURANCE

22.1 All employees covered by this agreement shall be covered by Thirty Thousand (\$30,000) Dollars of life insurance secured by and paid by the PWSB. Employees can purchase an additional amount up to five times their salary in the group plan provided by the PWSB, subject to the conditions imposed by the Insurance carrier. The employee may also purchase a policy for a spouse through the group plan at their own cost.

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

ARTICLE 23 –

WORKERS COMPENSATION

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

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

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

23.4 The PWSB may on a case-by-case basis offer modified duty to injured employees within their existing position. Depending on the injury, the PWSB

agrees that it will adhere to the principle of seniority when offering modified duty.

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

ARTICLE 24 –

COMPENSATION FOR EYEGLASSES

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

ARTICLE 25 –

HEALTH AND SAFETY

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

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

ARTICLE 26 –

RECLASSIFICATION

26.1 If an employee covered by this Agreement has the duties and responsibilities of their position modified through the actions of the PWSB or

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

26. 2 A request for a reclassification review of any specific position may only be made once every two years.

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

26. 2 A request for a reclassification review of any specific position may only be made once every two years.

ARTICLE 27 –

UNION ACTIVITIES

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

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

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

ARTICLE 28 –

BULLETIN BOARDS

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

ARTICLE 29 –

SENIORITY

29.1 Seniority shall be the measure of length of service for the employees covered under this Agreement. The date of hire shall be the basis for establishing employee seniority. The date of hire will be the date when the employee commences work in the position covered by this contract.

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

ARTICLE 30 –

POSTING OF VACANCIES AND NEW JOBS

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

30.2 All employees of the Union will be sent copies of all vacancies which may occur.

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

30.4 Vacant positions are not to be temporarily filled by non-union employees without the unions written approval.

30.5 If the employer materially changes the duties of existing jobs, the Union will be notified in writing thirty (30) days in advance; and if requested, the employer and the union will discuss such changes or restructuring in any applicable changes. The Union and Employer agree to negotiate promptly concerning a pay rate for such changed jobs.

Should the Union or employer not agree on a pay rate for new changed jobs within thirty (30) days, the Union may request arbitration without proceeding to the grievance procedure steps.

ARTICLE 31 –

LAYOFFS

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

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

ARTICLE 32 –

MILEAGE

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

ARTICLE 33 –

REQUIRED LICENSES

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

ARTICLE 34 –

ALTERATION OF CONTRACT

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

ARTICLE 35 –

SEVERABILITY

35.1 If any portion or portions of this agreement are found to be in violation of the law, the remainder of the agreement shall remain in full force and effect. Within thirty (30) days the parties agree to commence negotiations for the purpose of reconciling the conflicting provision. In the event the parties are

unable to successfully negotiate a replacement provision for the affected portion of this agreement, the dispute will be subject to the grievance procedure set forth herein.

ARTICLE 36 –

DURATION

36.1 The PWSB and the Union agree that this agreement shall be for a term commencing July 1, 2005 and shall continue and remain in full force and effect until June 30, 2008, and from year to year thereafter, unless either party shall give applicable statutory notice to the other party that it desires to negotiate, amend, or modify any or all of the articles within this Agreement.

ARTICLE 37 –

CLOTHING POLICY

37.1 Supervisory personnel are required to wear professional dress appropriate to their position. However, if working outside of PWSB property, the employee is required to wear shirts, jackets, and hats with the PWSB logo. No shorts are allowed in the field for safety reasons. Jeans or sneakers are not appropriate dress.

37.2 Personnel working in the field and/or in a hazardous environment will be issued the following clothing:

Seven (7) shirts and a hat per year will be provided through a uniform company. Pants will be provided through a uniform company (employee may choose blue and/or tan). Employees may purchase their own pants (professional dress, blue or tan) appropriate to their position and receive reimbursement comparable to the annual cost of the uniform pants.

A light jacket and one winter jacket will be provided in alternate years.

Employees who work outside or are exposed to workplace hazards are required to wear work boots or safety shoes appropriate to work conditions and will be reimbursed up to \$70.00 (with receipt) for one pair per year. Office personnel that work occasionally in the field will be issued seven (7) shirts and a hat per year for identification purposes.

ARTICLE 38 –

DRUG POLICY

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

ARTICLE 39 –

DRIVE

39.1 If it becomes feasible under the Employers' payroll system, the Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contribution to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "week worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf the deduction is made, the employee's social security number, the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually for the employer's annual cost for the expenses incurred in the administering the weekly payroll deduction plan.

SIGNED:

Pawtucket Water Supply Board:

Teamsters:

Mary E. Tetzner

Chairperson

Date: 12/14/05

Douglas A. Teol

Local #251 Representative

Date: 12/15/05

For PWSB

Negotiating Committee

Patricia M. Marchand

Date: 12/14/05

For Union

Negotiating Committee

Richard M. Tate

Date: 12/15/05

APPENDIX A

POSITIONS COVERED BY AGREEMENT

FINANCIAL ADMINISTRATOR	W- 13
INFORMATION SYSTEMS MANAGER	W- 13
INFORMATION SYSTEMS SPECIALIST	W- 11
SENIOR WATER PROJECT ENGINEER	W- 12
SOURCE WATER MANAGER	W- 15
TRANSMISSION AND DISTRIBUTION MANAGER	W- 15
TECHNICAL ASSISTANT SUPERVISOR	W- 12*
WATER UTILITY SUPERVISOR	W- 11
WATER ENGINEERING MANAGER	W- 15
WATER CUSTOMER SERVICE MANAGER	W 13
WATER ENGINEERING PROJECT MANAGER	W 14

* Reclassification

APPENDIX B

SALARY SCHEDULE

APPENDIX B

FISCAL YEAR 2006 SALARIES

6 MONTH PERIOD July 1, 2005 - December 31, 2005

INCREASE 1.0%

CLASSIFICATION	STEP A	STEP B	STEP C
W1	\$27,348.54	\$29,280.07	\$31,322.87
W2	\$28,636.71	\$30,621.35	\$32,821.28
W3	\$29,923.44	\$32,072.07	\$34,321.85
W4	\$31,322.87	\$33,571.56	\$35,931.53
W5	\$32,821.28	\$35,126.69	\$37,649.58
W6	\$34,321.85	\$36,790.55	\$39,473.10
W7	\$35,931.53	\$38,561.34	\$41,294.47
W8	\$37,649.58	\$40,383.78	\$43,223.47
W9	\$39,473.10	\$42,258.96	\$45,270.96
W10	\$41,294.47	\$44,247.21	\$47,519.41
W11	\$43,223.47	\$46,396.57	\$49,892.62
W12	\$45,270.96	\$48,707.39	\$52,367.11
W13	\$47,522.19	\$51,129.86	\$54,958.60
W14	\$49,892.40	\$53,662.85	\$57,697.51
W15	\$52,367.11	\$56,328.05	\$60,586.68
W16	\$54,958.60	\$59,142.10	\$63,612.50
W17	\$57,697.51	\$62,099.58	\$66,767.43
W18	\$60,586.68	\$65,189.97	\$70,071.58
W19	\$63,612.50	\$68,419.50	\$73,563.65
W20	\$66,767.43	\$71,817.62	\$77,247.30

APPENDIX B

FISCAL YEAR 2006 SALARIES

6 MONTH PERIOD January 1, 2006 - June 30, 2006

INCREASE 2.8%

CLASSIFICATION	STEP A	STEP B	STEP C
W1	\$28,114.30	\$30,099.91	\$32,199.91
W2	\$29,438.54	\$31,478.75	\$33,740.28
W3	\$30,761.30	\$32,970.09	\$35,282.86
W4	\$32,199.91	\$34,511.56	\$36,937.61
W5	\$33,740.28	\$36,110.24	\$38,703.77
W6	\$35,282.86	\$37,820.69	\$40,578.35
W7	\$36,937.61	\$39,641.06	\$42,450.72
W8	\$38,703.77	\$41,514.53	\$44,433.73
W9	\$40,578.35	\$43,442.21	\$46,538.55
W10	\$42,450.72	\$45,486.13	\$48,849.95
W11	\$44,433.73	\$47,695.67	\$51,289.61
W12	\$46,538.55	\$50,071.20	\$53,833.39
W13	\$48,852.81	\$52,561.50	\$56,497.44
W14	\$51,289.39	\$55,165.41	\$59,313.04
W15	\$53,833.39	\$57,905.24	\$62,283.11
W16	\$56,497.44	\$60,798.08	\$65,393.65
W17	\$59,313.04	\$63,838.37	\$68,636.92
W18	\$62,283.11	\$67,015.29	\$72,033.58
W19	\$65,393.65	\$70,335.25	\$75,623.43
W20	\$68,636.92	\$73,828.51	\$79,410.22

APPENDIX B **FISCAL YEAR 2007 SALARIES**

July 1, 2006 - June 30, 2007

INCREASE 3.0%

CLASSIFICATION	STEP A	STEP B	STEP C
W1	\$28,957.73	\$31,002.91	\$33,165.91
W2	\$30,321.70	\$32,423.11	\$34,752.49
W3	\$31,684.14	\$33,959.19	\$36,341.35
W4	\$33,165.91	\$35,546.91	\$38,045.74
W5	\$34,752.49	\$37,193.55	\$39,864.88
W6	\$36,341.35	\$38,955.31	\$41,795.70
W7	\$38,045.74	\$40,830.29	\$43,724.24
W8	\$39,864.88	\$42,759.97	\$45,766.74
W9	\$41,795.70	\$44,745.48	\$47,934.71
W10	\$43,724.24	\$46,850.71	\$50,315.45
W11	\$45,766.74	\$49,126.54	\$52,828.30
W12	\$47,934.71	\$51,573.34	\$55,448.39
W13	\$50,318.39	\$54,138.35	\$58,192.36
W14	\$52,828.07	\$56,820.37	\$61,092.43
W15	\$55,448.39	\$59,642.40	\$64,151.60
W16	\$58,192.36	\$62,622.02	\$67,355.46
W17	\$61,092.43	\$65,753.52	\$70,696.03
W18	\$64,151.60	\$69,025.75	\$74,194.59
W19	\$67,355.46	\$72,445.31	\$77,892.13
W20	\$70,696.03	\$76,043.37	\$81,792.53

APPENDIX B
FISCAL YEAR 2008 SALARIES

July 1, 2007 - June 30, 2008

INCREASE 3.0%

CLASSIFICATION	STEP A	STEP B	STEP C
W1	\$29,826.46	\$31,933.00	\$34,160.89
W2	\$31,231.35	\$33,395.80	\$35,795.06
W3	\$32,634.66	\$34,977.97	\$37,431.59
W4	\$34,160.89	\$36,613.32	\$39,187.11
W5	\$35,795.06	\$38,309.36	\$41,060.83
W6	\$37,431.59	\$40,123.97	\$43,049.57
W7	\$39,187.11	\$42,055.20	\$45,035.97
W8	\$41,060.83	\$44,042.77	\$47,139.74
W9	\$43,049.57	\$46,087.84	\$49,372.75
W10	\$45,035.97	\$48,256.23	\$51,824.91
W11	\$47,139.74	\$50,600.34	\$54,413.15
W12	\$49,372.75	\$53,120.54	\$57,111.84
W13	\$51,827.94	\$55,762.50	\$59,938.13
W14	\$54,412.91	\$58,524.98	\$62,925.20
W15	\$57,111.84	\$61,431.67	\$66,076.15
W16	\$59,938.13	\$64,500.68	\$69,376.12
W17	\$62,925.20	\$67,726.13	\$72,816.91
W18	\$66,076.15	\$71,096.52	\$76,420.43
W19	\$69,376.12	\$74,618.67	\$80,228.89
W20	\$72,816.91	\$78,324.67	\$84,246.31

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-9: Regarding page 9, lines 19-27 of Mr. Benson's testimony, please provide the amounts of retiree payouts for accrued sick and vacation time incurred by the PWSB in each of the past five years.

RESPONSE: See the attached Schedule DIV 1-9

Prepared by: R. Benson

Pawtucket Water Supply Board**Schedule DIV-9****5 Year Summary of Retiree Payouts for Accrued Sick and Vacation**

Departments	FY03	FY04	FY05	FY06	FY07
Administration	68	0	38,836	33,008	4,487
Customer Service	18,029	0	0	474	0
Source of Supply	0	0	0	0	0
Treatment	14,826	0	0	0	0
Transmission & Distribution	0	70,902	14,779	26,836	4,372
Engineering	0	0	49	0	0
Meters	606	0	4,008	722	0
Accrued Sick & Vacation Payouts	33,529	70,902	57,672	61,040	8,859

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-10: Please provide the PWSB's current medical and dental rates, by type of coverage (family, individual, etc.).

RESPONSE: PWSB's current medical and dental rates by type of coverage were provided in the PWSB's filing. Please see Schedule RB-09.

Prepared by: R. Benson

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-11: Please describe any efforts undertaken by the PWSB over the past three years to investigate alternative medical benefit plans.

RESPONSE: The City Charter states the personnel of the PWSB are employees of the City of Pawtucket. Therefore, the medical and dental benefit plans are provided to the PWSB employees through the City of Pawtucket.

Prepared by: R. Benson

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-12: Regarding the employee co-pays shown on Schedule RB-06, please explain how the amount of the co-pays are determined

RESPONSE: For unionized employees, co-pays are determined through collective bargaining with the Teamster and AFSCME unions. Employee co-pays are negotiated in the employment contracts for the Chief Engineer and Assistant Chief Engineer. Employee co-pays for any classified non-union positions are established by the City of Pawtucket Personnel Division and are approved by the City Council.

Prepared by: R. Benson

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-13: Regarding page 10, lines 10-12 of Mr. Benson's testimony, when will the FY09 retirement contribution rate be available?

RESPONSE: The State of RI has notified the City of Pawtucket that its employer contribution rate to MERS for FY09 is 11.87%. This rate will be effective for payroll paid from January through June of the rate year. The State of RI Retirement Board determines this rate from an annual actuarial study. The rate for FY10 is not yet available. The rate for FY10 will be effective for payroll paid from July through December of the rate year.

Prepared by: R. Benson

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-14: Regarding the \$38,025 of police costs referenced on page 11, line 8 of Mr. Benson's testimony, please provide a breakdown of this amount among Pawtucket, Cumberland, and Central Falls.

RESPONSE: The breakdown of the \$38,025 of police details is as follows:

Pawtucket Police	\$17,197	see Schedule CPNW1.1
Central Falls Police	11,286	see Schedule CPNW1.1
Cumberland Police	<u>4,682</u>	see Schedule CPNW1.1
FY08 Police Details	\$33,165	
Cumberland Police	<u>4,860</u>	FY07 details billed in FY08
Total Police Details	\$38,025	

Prepared by: R. Benson

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-15: Regarding insurance costs discussed on page 11 of Mr. Benson's testimony, has the PWSB solicited bids for its new policies? If not, when does the PWSB plan to solicit bids?

RESPONSE: The PWSB is presently revising an RFP for its Property and Casualty Insurance Program. We expect to advertise the RFP by May 19th and award the contract at the City Purchasing Board meeting on June 24th.

Prepared by: R. Benson

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-16: For each of the past five years, please provide the number of customers, by customer class.

RESPONSE: See the attached Schedule Div. 1-16

Prepared by: R. Benson

PAWTUCKET WATER SUPPLY BOARD
CUSTOMER COUNT SUMMARY BY CUSTOMER CLASS

Schedule DIV-16

	<u>FY07</u>	<u>FY06</u>	<u>FY05</u>	<u>FY04</u>	<u>FY03</u>
<u>Residential Customers</u>					
Cycle 1	4,058	4,039	4,040	4,034	4,027
Cycle 2	4,159	4,152	4,148	4,119	4,098
Cycle 3	4,387	4,361	4,341	4,326	4,316
Cycle 4	4,213	4,199	4,177	4,170	4,160
Cycle 5	2,566	2,553	2,540	2,506	2,488
Cycle 6	<u>2,749</u>	<u>2,736</u>	<u>2,721</u>	<u>2,707</u>	<u>2,693</u>
Total Residential	22,132	22,040	21,967	21,862	21,782
<u>Industrial Customers</u>					
Cycle 7	589	591	597	593	594
Cycle 11	<u>73</u>	<u>71</u>	<u>69</u>	<u>69</u>	<u>67</u>
Total Industrial	662	662	666	662	661

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-17. For each of the past five years, please provide the total water sales, by customer class, as well as sales for resale.

Response: See Attached

Prepared by: David Bebyn

Analysis of Water Sales by Customer Class for the Past Five Years
Pawtucket Water Supply Board

**Attachment
to the Response
to Div 1-17**

Residential & Small Commercial CYCLES 1-6

Meter Size	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007
5/8-inch meter	3,130,677	2,828,791	2,851,380	2,857,664	2,654,765
3/4-inch meter	46,698	44,633	45,943	44,180	42,217
one-inch meter	106,483	97,792	93,731	94,840	86,011
	<u>3,283,858</u>	<u>2,971,216</u>	<u>2,991,054</u>	<u>2,996,684</u>	<u>2,782,993</u>
1-1/2-inch meter	44,234	40,762	43,140	45,760	42,320
two-inch meter	71,146	56,356	58,708	64,069	61,686
	<u>115,380</u>	<u>97,118</u>	<u>101,848</u>	<u>109,829</u>	<u>104,006</u>
three-inch meter	-	-	-	-	-
four-inch meter	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
6-inch meter	-	-	-	-	-
8-inch meter	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>3,399,238</u>	<u>3,068,334</u>	<u>3,092,902</u>	<u>3,106,513</u>	<u>2,886,999</u>

Industrial & Large Commercial CYCLE 7 & 11

Meter Size	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007
5/8-inch meter	38,935	34,605	34,433	22,552	18,398
3/4-inch meter	19,723	17,418	18,112	17,166	23,444
one-inch meter	82,344	72,591	68,355	67,392	59,521
	<u>141,002</u>	<u>124,614</u>	<u>120,900</u>	<u>107,110</u>	<u>101,363</u>
1-1/2-inch meter	100,924	88,781	83,237	87,225	81,125
two-inch meter	650,445	577,480	554,098	529,123	456,144
	<u>751,369</u>	<u>666,261</u>	<u>637,335</u>	<u>616,348</u>	<u>537,269</u>
three-inch meter	300,794	271,451	280,305	240,705	192,532
four-inch meter	106,526	95,901	66,628	60,649	50,339
	<u>407,320</u>	<u>367,352</u>	<u>346,933</u>	<u>301,354</u>	<u>242,871</u>
6-inch meter	340,428	309,070	177,560	113,874	99,871
8-inch meter	3,623	3,290	-	-	-
	<u>344,051</u>	<u>312,360</u>	<u>177,560</u>	<u>113,874</u>	<u>99,871</u>
	<u>1,643,742</u>	<u>1,470,587</u>	<u>1,282,728</u>	<u>1,138,686</u>	<u>981,374</u>

Wholesale CYCLE 9 & 10

Cumberland	545,224	548,162	666,953	644,728	723,207
Seekonk	0	0	0	0	0
	<u>545,224</u>	<u>548,162</u>	<u>666,953</u>	<u>644,728</u>	<u>723,207</u>

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-18: For each of the past five years, please provide the total water pumped by the water department.

RESPONSE: The PWSB has pumped the following volumes of water for each of the past five years:

2007	4,177,683,000 gals
2006	3,802,883,000 gals
2005	4,503,945,000 gals
2004	4,167,761,000 gals
2003	4,368,107,104 gals

Prepared by: James DeCelles

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1–19: For each of the past five years, please quantify the volume of any water that was purchased by the PWSB.

RESPONSE: Pawtucket Water has not purchased any water from other suppliers during the past five years.

Prepared by: James DeCelles

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-20: Please identify and quantify each component of the miscellaneous revenues of \$1,520,476 shown in Schedule 10, page 2 of Mr. Woodcock's testimony.

Response: The \$1,520,476 of miscellaneous revenues is detailed on Mr. Woodcock's Schedule 1.0, page 4 of 4. With the exception of the \$200,000 proposed to be used from the Cumberland tax case settlement, these are also the same amounts as reported for the test year on Mr. Bebyn's schedules DGB-1 page 1 of 5 and DGB-8. The \$1,520,476 consists of the following:

Service Installation Revenue	\$208,054
State Surcharge Revenue	\$57,071
Penalties	\$67,936
Cumberland Tax Reduction	\$200,000
Non-Operating Rental	\$17,530
Interest Income	\$10,365
Misc Non-Operating	\$6,990
Available Funds for Debt	\$952,529

The \$200,000 proposed for the Cumberland tax reduction is for the reduction in property taxes proposed in the tax case settlement with Cumberland. This is discussed on page 10 of Mr. DeCelles' prefiled testimony.

Prepared by: C. Woodcock/D. Bebyn/J. DeCelles

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-21: For each source of miscellaneous revenue identified in the previous question, please provide the actual amount of revenue received in each of the three years preceding the test year.

RESPONSE: See the attached Schedule Div. 1-21.

Prepared by: R. Benson

PAWTUCKET WATER SUPPLY BOARD

Schedule DIV-21

Miscellaneous Revenue Summary

	Preceding Three Years (see Note A)			Test Year (see Note B)			Rate Year (see Note C)	
	Actual	Actual	Actual	Actual	Test Year		Rate Year	Rate Year
	FY04	FY05	FY06	FY07	Adjustments	Test Year FY07	Adjustments	Misc Revenue
Service Installation Revenue	246,389	173,227	202,705	209,895	(1,841)	208,054		208,054
State Surcharge Revenue	64,364	64,229	61,096	54,549	2,522	57,071		57,071
Penalties - Delinquent Accts	61,037	54,277	71,302	85,128	(17,192)	67,936		67,936
Cumberland Tax Reduction	0	0	0	0	0	0	200,000	200,000
Non-operating Rental	21,320	23,971	27,877	17,530	0	17,530		17,530
Interest Income	23,416	6,296	8,906	10,365		10,365		10,365
Misc Non-operating revenue	11,581	14,836	28,576	67,325	(60,335)	6,990		6,990
Availabe funds for Debt	0	0	0	0	0	0	952,529	952,529
Total Misc Revenue	428,107	336,836	400,462	444,792	(76,846)	367,946	1,152,529	1,520,475

Note A -- See Schedule DGB-2 page 1 Of 4

Note B -- See Schedule DGB-2 page 1 Of 4 for the Actual FY07 revenue and Schedule DGB-1 page 1 of 5 for the test year amounts and adjustments.

Note C -- See Schedule CPNW Schedule 1.0 page 4 of 4 for the adjustment of the test year amounts to the rate year miscellaneous revenue

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV1-22: Please provide the PWSB's monthly accounts receivable balance for each of the past sixty months.

RESPONSE: See the attached Schedule DIV 1-22.

Prepared by: R. Benson

Schedule DIV-22

PWSB

Accounts Receivable Month End Account Balance

<u>Month End</u>		<u>AR Balance</u>
6/30/2008		
5/31/2008		
4/30/2008		
3/31/2008	1	2,651,200.20
2/29/2008	2	3,484,279.11
1/31/2008	3	4,542,133.12
12/31/2007	4	2,367,707.76
11/30/2007	5	2,685,480.96
10/31/2007	6	2,221,587.20
9/30/2007	7	2,908,072.19
8/31/2007	8	2,658,492.75
7/31/2007	9	2,080,906.07
6/30/2007	10	2,118,933.61
5/31/2007	11	2,503,673.54
4/30/2007	12	2,238,354.15
3/31/2007	13	2,561,215.91
2/28/2007	14	3,269,419.62
1/31/2007	15	4,044,064.87
12/31/2006	16	2,326,872.21
11/30/2006	17	2,700,765.11
10/31/2006	18	2,277,455.93
9/30/2006	19	2,310,902.08
8/31/2006	20	2,740,941.54
7/31/2006	21	2,075,500.78
6/30/2006	22	1,937,502.42
5/31/2006	23	1,825,599.84
4/30/2006	24	1,748,785.84
3/31/2006	25	2,353,025.96
2/28/2006	26	3,167,492.40
1/31/2006	27	3,995,401.70
12/31/2005	28	2,011,254.08
11/30/2005	29	2,542,891.61
10/31/2005	30	2,237,477.73
9/30/2005	31	2,247,713.81
8/31/2005	32	2,422,848.57
7/31/2005	33	1,849,083.95
6/30/2005	34	1,504,923.81
5/31/2005	35	2,222,982.70
4/30/2005	36	1,710,684.93
3/31/2005	37	1,746,622.19
2/28/2005	38	2,681,141.11
1/31/2005	39	3,174,772.58
12/31/2004	40	1,781,008.99
11/30/2004	41	2,248,759.51
10/31/2004	42	1,753,004.19
9/30/2004	43	1,551,179.09
8/31/2004	44	2,006,764.46
7/31/2004	45	1,943,198.20
6/30/2004	46	1,609,928.08
5/31/2004	47	2,180,190.60
4/30/2004	48	1,668,669.96
3/31/2004	49	1,534,044.48
2/29/2004	50	2,683,462.84
1/31/2004	51	3,502,315.98
12/31/2003	52	1,957,090.55
11/30/2003	53	2,487,606.64
10/31/2003	54	2,188,224.27
9/30/2003	55	2,194,869.09
8/31/2003	56	2,723,915.85
7/31/2003	57	2,183,424.46
6/30/2003	58	1,907,630.66
5/31/2003	59	2,512,738.30
4/30/2003	60	2,207,674.79

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-23: Regarding Schedule RB-02, please provide a brief description of the "OSRAM", "GSA", and "Bunge" payments.

RESPONSE: "OSRAM", "GSA" and "Bunge" are customers. OSRAM is OSRAM/Sylvania. "GSA" is the Government Services Administration and pays the water bill for the Social Security Administration Office in Pawtucket. "Bunge" is a local manufacturing company. These payments listed on Schedule RB-02 are transmitted to our bank account via electronic funds transfer rather than payments made in person or mailed to our lockbox. These are the only customers who submit payments by electronic funds transfer as of FY07 (the test year). These payments are not included in the electronic customer payment file posted daily to our accounts receivable software and must be manually posted to each account. These payments are listed separately to ensure the accuracy of the reconciliation of cash collections with payments posted to the accounts receivable software.

Prepared by: R. Benson

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-24: Please list all restricted accounts of the PWSB. For each account, please provide, for each of the past three years, a) deposits to the account, b) interest earned, if applicable, and c) disbursements.

RESPONSE: See the attached schedules. The notation of "excess rate revenue" in the attached schedules (1-24.4, 1-24.5, 1-24.6 and 1-24.7) refers to adjustments that were made to the restricted accounts to reconcile deposits in accordance with the PWSB's Trust Indenture. During the fiscal years 2007 and 2008 cash collections were allocated to and deposited to certain restricted accounts. In January of each fiscal year, the PWSB bills its annual fire service charges. Cash from these bills is collected in February. This creates a large cash infusion at this time. When the fire service revenue is collected in February, the revenue fund has had cash collections sufficient to fully fund all the restricted accounts through eight month budgets. However, cash revenue collections for the final four months of the year do not include fire service revenue. Thus, cash collections decline. At the end of the fiscal years 2007 and 2008, it was apparent that there was not enough money for the PWSB to fully fund all of the restricted accounts, while at the same time meet its obligations under the PWSB's Trust Indenture, which sets up the order in which accounts must be funded. Thus, adjustments had to be made to achieve compliance with the PWSB's Trust Indenture. In FY07, a transfer was made from the Central Falls Franchise Fee Account to the Debt Service Stabilization Account. In FY08 transfers are required from the following restricted accounts to the IFR Account: Calgon UV License Fee Account, CF Operations Reserve Account, WTP Reserve Account and CF Franchise fee account. In addition, I have revised Schedule RB-12 from my original testimony, which shows the transfers from these accounts to the IFR account in FY08.

Prepared by: R. Benson

PWSB
FY08 Rate Filing
PUC Restricted Debt Service Account Balances

Schedule DIV 1-24.1

Trust Indenture Debt Service Account & Trust Indenture Debt Stabilization Account	Fiscal Year Ending June 30			
	2005	2006	Test Year	
	FY05	FY06	2007	2008
	Actual	Actual	Actual	

Bond Debt Service Stabilization Account

Beginning Cash Balance	\$	-	\$	-	\$	2,685,740.31	\$	6,100,675.21
<u>Additions</u>								
From Rates - prior yr receipts transferred after y/e	\$	-	\$	-	\$	-	\$	305,960.87
From Rates - current revenue collections	\$	-	\$	2,638,670.18	\$	3,860,353.73	\$	150,962.00
Transfer from IFR Account - see FY07 deductions	\$	-	\$	-	\$	-	\$	19,033.93
Investment Income	\$	-	\$	47,070.13	\$	200,946.15	\$	268,868.52
Total Additions	\$	-	\$	2,685,740.31	\$	4,061,299.88	\$	744,825.32
<u>Deductions</u>								
Transfer to Debt service account	\$	-	\$	-	\$	122,316.62	\$	1,385,828.13
Payments to RICWFA for Bond Service Fees	\$	-	\$	-	\$	146,590.86	\$	365,637.26
Payments to Banks - Trustee & Admin Fees	\$	-	\$	-	\$	10,000.00	\$	13,850.00
Legal Fees - Continuing Disclosure	\$	-	\$	-	\$	1,349.14	\$	1,500.00
Misposted IFR expenses - reimbursed in 2008	\$	-	\$	-	\$	19,033.93	\$	-
Capital Lease - purchase deposit	\$	-	\$	-	\$	-	\$	150,728.00
Capital Lease - principal & interest	\$	-	\$	-	\$	-	\$	-
Reimburse City of Pawt - GO Bonds P&I	\$	-	\$	-	\$	347,074.43	\$	275,132.15
Total Deductions	\$	-	\$	-	\$	646,364.98	\$	2,192,675.54
Ending Cash Balance	\$	-	\$	2,685,740.31	\$	6,100,675.21	\$	4,652,824.99

RICWFA Bond Debt Service Account

Beginning Cash Balance - July 1	\$	(713,738.08)	\$	863,131.35	\$	2,246,839.73	\$	869,645.22
<u>Additions</u>								
Investment income - (estimated FY08-FY11)	\$	231,738.59	\$	434,620.07	\$	306,936.36	\$	417,184.76
Transfer from Debt Stabilization	\$	-	\$	-	\$	122,316.62	\$	1,385,828.13
From Rates - prior yr receipts transferred after y/e	\$	-	\$	-	\$	-	\$	182,273.55
From Rates - current revenue collections	\$	2,824,775.35	\$	1,843,106.46	\$	2,187,282.60	\$	5,736,014.00
Total Additions	\$	3,056,513.94	\$	2,277,726.53	\$	2,616,535.58	\$	7,721,300.44
<u>Deductions</u>								
Excess transfer to IFR Restricted Account	\$	-	\$	-				
SRF Loans principal payments due September 1	\$	1,000.00	\$	1,000.00	\$	800,000.00	\$	800,000.00
SRF Loan interest payments due September 1	\$	713,150.00	\$	713,150.00	\$	1,511,718.73	\$	1,626,287.56
SRF Loan interest payments due March 1	\$	713,150.00	\$	1,233,708.35	\$	1,595,193.25	\$	1,670,332.41
Payments to RICWFA for Bond Service Fees	\$	52,344.51	\$	174,307.97	\$	130,752.56	\$	-
Total Deductions	\$	1,479,644.51	\$	2,122,166.32	\$	4,037,664.54	\$	4,096,619.97
Ending Cash Balance - June 30	\$	863,131.35	\$	1,018,691.56	\$	825,710.77	\$	4,494,325.69

PWSB				Schedule DIV 1-24.2	
FY08 Rate Filing					
PUC Restricted Infrastructure Replacement Fund					
	FY04	FY05	FY06		
	Actual	Actual	Actual	FY07 - TEST YR	FY08
Infrastructure Replacement Fund (IRF)				Actual	
Beginning Cash Balance - July 1	\$ 1,819,563.77	\$ 2,185,153.63	\$ 4,744,502.08	\$ 5,922,913.14	\$ 5,952,952.65
<u>Additions</u>					
From Rates - Current year revenue allocation	\$ 2,647,533.68	\$ 2,450,422.39	\$ 2,671,039.00	\$ 2,908,258.43	\$ 3,100,000.00
From Rates - prior yr receipts transferred after y/e		\$ 728,385.76	\$ 53,495.28		\$ 109,682.22
Rate revenue misposted to WTP R&M Reserve					\$ 199,145.38
Rate revenue misposted to Calgon UV License Reserve					\$ 21,355.06
Rate revenue misposted to CF Operations Reserve					\$ 33,565.58
PUC Order - City of Pawtucket Deferred Hydrant Fees		\$ 45,112.00	\$ 45,112.00	\$ 45,112.00	\$ 45,112.00
From RIWRB Drinking Water Protection Program				\$ 1,277,238.03	
From Homeland Security Grant - security equipment					\$ 50,000.00
From EPA Grant - CF System Repairs					
From EPA Grant - Distribution System Refurbishment					
From RICWFA Series 2003A Project Account					\$ 64,737.31
Investment income - (estimated FY08-FY11)					
Investment income - (actual thru 2/29/08)	\$ 60,613.87	\$ 57,823.66	\$ 193,068.71	\$ 277,128.67	\$ -
Total Additions	\$ 2,708,147.55	\$ 3,281,743.81	\$ 2,962,714.99	\$ 4,507,737.13	\$ 3,623,597.55
<u>Deductions</u>					
Total Deductions	\$ 2,342,557.69	\$ 722,395.36	\$ 1,784,303.93	\$ 4,477,697.62	\$ 5,268,160.00
Ending Cash Balance - June 30	\$ 2,185,153.63	\$ 4,744,502.08	\$ 5,922,913.14	\$ 5,952,952.65	\$ 4,308,390.20

PWSB				Schedule DIV 1-24.2a	
FY08 Rate Filing					
	FY04	FY05	FY06	FY07 - TEST YR	FY08
	Actual	Actual	Actual	Actual	
Series 2003A Project Fund					
Beginning Cash Balance - July 1	\$ -	\$ 352,695.95	\$ 29,231.06	\$ 29,499.09	\$ 62,949.16
<u>Additions</u>					
Transfer from PPBA Bond Project Fund closeout	\$ 1,334,513.13	\$ -	\$ -	\$ -	\$ -
Investment income - actual (through 2/29/2008)	\$ 2,615.29	\$ 1,241.60	\$ 1,068.03	\$ 37,150.07	\$ 1,788.15
Investment income - estimated (FY08 Mar - Jun)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additions	\$ 1,337,128.42	\$ 1,241.60	\$ 1,068.03	\$ 37,150.07	\$ 1,788.15
<u>Deductions</u>					
Project expenditures	\$ 984,432.47	\$ 324,706.49	\$ 800.00	\$ 3,700.00	
Close account and transfer funds to IFR Account	\$ -	\$ -	\$ -	\$ -	\$ 64,737.31
Total Deductions	\$ 984,432.47	\$ 324,706.49	\$ 800.00	\$ 3,700.00	\$ 64,737.31
Ending Cash Balance - June 30	\$ 352,695.95	\$ 29,231.06	\$ 29,499.09	\$ 62,949.16	\$ (0.00)

PWSB			Schedule DIV 1-24.3	
FY08 Rate Filing				
	FY05	FY06	FY07 - TEST YR	FY08
	Actual	Actual	Actual	
<u>Bond O&M Reserve</u>				
Beginning Cash Balance - July 1	\$ 892,147.22	\$ 1,766,949.01	\$ 2,378,320.41	\$ 2,529,271.68
<u>Additions</u>				
Investment income - actual (through 2/29/2008)	\$ 22,541.22	\$ 75,870.72	\$ 119,471.27	\$ 81,279.84
Investment income - estimated (FY08 Mar - Jun)	\$ -	\$ -	\$ -	\$ 40,639.92
From Rates - Current year revenue allocation	\$ 852,260.57	\$ 535,500.68	\$ 31,480.00	\$ 31,480.00
Total Additions	\$ 874,801.79	\$ 611,371.40	\$ 150,951.27	\$ 153,399.76
<u>Deductions</u>				
none	\$ -	\$ -	\$ -	\$ -
Total Deductions	\$ -	\$ -	\$ -	\$ -
Ending Cash Balance - June 30	\$ 1,766,949.01	\$ 2,378,320.41	\$ 2,529,271.68	\$ 2,682,671.44
Add: rate revenue deposit made in subsequent year	\$ 55,583.06	\$ 2,623.33	\$ 2,623.33	\$ -
Less: excess rate revenue deposit to be xferred out	\$ -	\$ -	\$ -	\$ -
Restricted Cash Balance - O&M Reserve	\$ 1,822,532.07	\$ 2,380,943.74	\$ 2,531,895.01	\$ 2,682,671.44

PWSB			Schedule DIV 1-24.4	
FY08 Rate Filing				
	FY05	FY06	FY07 - TEST YR	FY08
	Actual	Actual	Actual	
CF Franchise Fee Reserve				
Beginning Balance - July 1	\$ 163,779.31	\$ 389,348.56	\$ 571,406.25	\$ 709,595.18
Excess Cash on Deposit	\$ -	\$ -	\$ -	\$ -
Beginning Cash Balance - July 1 (per Bank & GL)	\$ 163,779.31	\$ 389,348.56	\$ 571,406.25	\$ 709,595.18
Additions				
Investment income - actual (through 2/29/2008)	\$ 4,745.94	\$ 15,848.78	\$ 29,760.51	\$ 12,423.15
Investment income - estimated (FY08 Mar - Jun)	\$ -	\$ -	\$ -	\$ 2,800.00
EPA Grant - CF Distribution System Purchase	\$ -	\$ -	\$ -	\$ 520,400.00
From Rates	\$ 220,823.31	\$ 166,208.91	\$ 158,428.42	\$ -
Total Additions	\$ 225,569.25	\$ 182,057.69	\$ 188,188.93	\$ 535,623.15
Deductions				
Transfer excess cash deposit to debt service	\$ -	\$ -	\$ -	\$ -
Final Franchise Fee Payment to CF	\$ -	\$ -	\$ -	\$ -
Escrow Deposit - CF System Purchase	\$ -	\$ -	\$ 50,000.00	\$ -
Payment - CF System Purchase	\$ -	\$ -	\$ -	\$ 1,050,000.00
Transfer excess revenue alloc to debt stabilization	\$ -	\$ -	\$ -	\$ 158,428.42
Transfer account balance to WTP Reserve Account	\$ -	\$ -	\$ -	\$ -
Total Deductions	\$ -	\$ -	\$ 50,000.00	\$ 1,208,428.42
Ending Cash Balance - June 30	\$ 389,348.56	\$ 571,406.25	\$ 709,595.18	\$ 36,789.91
Add: rate revenue deposit made in subsequent year	\$ 14,402.58	\$ -	\$ -	\$ -
Less: excess rate revenue deposit to be xferred out	\$ -	\$ -	\$ (158,428.42)	\$ -
Restricted Cash Balance - CF Franchise Fee Reserve	\$ 403,751.14	\$ 571,406.25	\$ 551,166.76	\$ 36,789.91

PWSB			Schedule DIV 1-24.5	
FY08 Rate Filing				
	2005	2006	2007	2008
	FY05	FY06	FY07 - TEST YR	FY08
	Actual	Actual	Actual	
WTP R&M Reserve				
Beginning Balance - July 1	\$ 81,959.52	\$ 629,463.26	\$ 822,030.66	\$ 855,616.89
Excess Cash Deposit	\$ -	\$ -	\$ -	\$ -
Beginning Cash Balance - July 1 (per Bank & GL)	\$ 81,959.52	\$ 629,463.26	\$ 822,030.66	\$ 855,616.89
Additions				
From Rates - Current year revenue allocation	\$ 547,503.74	\$ -	\$ -	\$ -
Excess rate revenue allocation	\$ -	\$ 199,145.38	\$ -	\$ -
Investment income - actual (through 2/29/2008)	\$ -	\$ 5,024.54	\$ 33,586.23	\$ 16,885.00
Investment income - estimated (FY08 Mar - Jun)	\$ -	\$ -	\$ -	\$ 4,000.00
Transfer from CF Franchise Fee Reseve account	\$ -	\$ -	\$ -	\$ -
Total Additions	\$ 547,503.74	\$ 204,169.92	\$ 33,586.23	\$ 20,885.00
Deductions				
Payments - WTP repairs & maintenance	\$ -	\$ 11,602.52	\$ -	\$ -
Transfer excess revenue alloc to IFR	\$ -	\$ -	\$ -	\$ 199,145.38
Estimated Decommissioning costs for former WTP	\$ -	\$ -	\$ -	\$ -
blank line	\$ -	\$ -	\$ -	\$ -
Total Deductions	\$ -	\$ 11,602.52	\$ -	\$ 199,145.38
Ending Cash Balance - June 30	\$ 629,463.26	\$ 822,030.66	\$ 855,616.89	\$ 677,356.51
Excess Funds held in this restricted account	\$ -	\$ 199,145.38	\$ 199,145.38	\$ 199,145.38
Less: Transfer out of excess revenue allocation	\$ -	\$ -	\$ -	\$ 199,145.38
Excess Cash Deposit	\$ -	\$ 199,145.38	\$ 199,145.38	\$ -
Restricted Cash Balance - WTP R&M Reserve	\$ 629,463.26	\$ 622,885.28	\$ 656,471.51	\$ 677,356.51

PWSB		Schedule DIV 1-24.6	
FY08 Rate Filing			
	FY06	FY07 - TEST YR	FY08
	Actual	Actual	
<u>CF OPERATIONS RESERVE</u>			
Beginning Balance - July 1	\$ -	\$ -	\$ 33,529.16
Excess Cash Deposit	\$ -	\$ -	\$ -
Beginning Cash Balance - July 1 (per Bank & GL)	\$ -	\$ -	\$ 33,529.16
<u>Additions</u>			
From Rates - Current year revenue allocation	\$ -	\$ -	\$ -
Excess rate revenue allocation	\$ -	\$ 33,433.49	\$ -
Interest income - actual (through 2/29/2008)	\$ -	\$ 95.67	\$ 36.42
Interest income - estimated (FY08 Mar - Jun)	\$ -	\$ -	\$ -
Transfer from CF Franchise Fee Reseve account	\$ -	\$ -	\$ -
Total Additions	\$ -	\$ 33,529.16	\$ 36.42
<u>Deductions</u>			
Transfer excess revenue alloc to IFR	\$ -	\$ -	\$ 33,565.58
blank line	\$ -	\$ -	\$ -
Total Deductions	\$ -	\$ -	\$ 33,565.58
Ending Cash Balance - June 30	\$ -	\$ 33,529.16	\$ (0.00)
Excess Funds held in this restricted account	\$ -	\$ 33,529.16	\$ 33,565.58
Less: Transfer out of excess rate revenue allocation	\$ -	\$ -	\$ 33,565.58
Excess Cash Deposit	\$ -	\$ 33,529.16	\$ -
Restricted Cash Balance - CF Operations Reserve	\$ -	\$ -	\$ (0.00)

PWSB		Schedule DIV 1-24.7	
FY08 Rate Filing			
	FY06	FY07 - TEST YR	FY08
	Actual	Actual	
<u>CALGON UV LICENSE RESERVE</u>			
Beginning Balance - July 1	\$ -	\$ 21,269.63	\$ 21,326.90
Excess Cash Deposit	\$ -	\$ -	\$ -
Beginning Cash Balance - July 1 (per Bank & GL)	\$ -	\$ 21,269.63	\$ 21,326.90
<u>Additions</u>			
From Rates - Current year revenue allocation	\$ -	\$ -	\$ -
Excess rate revenue allocation	\$ 21,266.83	\$ -	\$ -
Interest income - actual (through 2/29/2008)	\$ 2.80	\$ 57.27	\$ 28.16
Interest income - estimated (FY08 Mar - Jun)	\$ -	\$ -	\$ -
Transfer from CF Franchise Fee Reserve account	\$ -	\$ -	\$ -
Total Additions	\$ 21,269.63	\$ 57.27	\$ 28.16
<u>Deductions</u>			
Transfer excess revenue alloc to IFR	\$ -	\$ -	\$ 21,355.06
blank line	\$ -	\$ -	\$ -
Total Deductions	\$ -	\$ -	\$ 21,355.06
Ending Cash Balance - June 30	\$ 21,269.63	\$ 21,326.90	\$ -
Excess Funds held in this restricted account	\$ 21,269.63	\$ 21,326.90	\$ 21,355.06
Less: Transfer out excess rate revenue allocation	\$ -	\$ -	\$ 21,355.06
Excess Cash Deposit	\$ 21,269.63	\$ 21,326.90	\$ -
Restricted Cash Balance - Calgon UV License Reserve	\$ -	\$ -	\$ -

PWSB					Schedule RB-12 Revised	
FY08 Rate Filing						
PUC Restricted Infrastructure Replacement Fund						
	FY07 - TEST YR	FY08	FY09	FY10	FY11	FY12
Infrastructure Replacement Fund (IRF)	Actual					
Beginning Cash Balance - July 1	\$ 5,922,913.14	\$ 5,952,952.65	\$ 4,308,390.20	\$ 1,149,702.20	\$ (2,883,885.80)	\$ (7,968,973.80)
Additions						
From Rates - Current year revenue allocation	\$ 2,908,258.43	\$ 3,100,000.00	\$ 3,100,000.00	\$ 3,100,000.00	\$ 3,100,000.00	\$ 3,100,000.00
From Rates - prior yr receipts transferred after y/e		\$ 109,682.22				
Rate revenue misposted to WTP R&M Reserve		\$ 199,145.38				
Rate revenue misposted to Calgon UV License Reserve		\$ 21,355.06				
Rate revenue misposted to CF Operations Reserve		\$ 33,565.58				
PUC Order - City of Pawtucket Deferred Hydrant Fees	\$ 45,112.00	\$ 45,112.00	\$ 45,112.00	\$ 45,112.00	\$ 45,112.00	\$ -
From RIWRB Drinking Water Protection Program	\$ 1,277,238.03					
From Homeland Security Grant - security equipment		\$ 50,000.00				
From EPA Grant - CF System Repairs			\$ 482,100.00			
From EPA Grant - Distribution System Refurbishment			\$ 240,600.00			
From RICWFA Series 2003A Project Account		\$ 64,737.31				
Investment income - (estimated FY08-FY11)						
Investment income - (actual thru 2/29/08)	\$ 277,128.67	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additions	\$ 4,507,737.13	\$ 3,623,597.55	\$ 3,867,812.00	\$ 3,145,112.00	\$ 3,145,112.00	\$ 3,100,000.00
Deductions						
New Utility Management Software (Billing, Work orders)	\$ 161,871.06	\$ 55,000.00				
Motor Vehicle Replacement Program						\$ 150,000.00
Computer Equipment Replacement Program		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Main Office Building Repairs & Improvements		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Meter Replacement Program	\$ 128,746.14	\$ 190,600.00	\$ 196,400.00	\$ 202,300.00	\$ 208,400.00	\$ 214,700.00
Remote Meter Reading Equipment (MIUs)	\$ 88,030.80	\$ 888,000.00	\$ 888,000.00			
Watershed Security Fencing	\$ 24,218.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
Security Equipment - Alarms, Cameras, Motion Detect.	\$ 9,636.38	\$ 50,000.00	\$ 50,000.00			
Pollution Management Program			\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Well # 2 Rehabilitation - Engineering design	\$ 71,374.66	\$ 41,700.00				
Well # 2 Rehabilitation - Construction		\$ 250,000.00				
Wells # 6 - 9 Refurb wells for water quality & yield			\$ 60,000.00	\$ 60,000.00		
Wells # 6 - 9 New Building per Sanitary Survey				\$ 500,000.00	\$ 500,000.00	
EAP for Dams & Spillways due 7/1/08 to RIDEM		\$ 25,000.00				
Happy Hollow Dam & Spillway Rehabilitation			\$ 200,000.00	\$ 300,000.00		
Robin Hollow Reservoir outlet & aeration system refurb					\$ 300,000.00	\$ 730,000.00
Abbott Run Stream Bank Rehabilitation						\$ 100,000.00
Water Quality Monitors - Distribution System	\$ 2,343.55	\$ 50,000.00	\$ 50,000.00			
Hydraulic Modeling - Distribution System					\$ 200,000.00	
Storage Tank Painting - Stump Hill Tanks			\$ 325,000.00			\$ 500,000.00
Main Replacement - Broad Street Bridge Crossing	\$ 93,642.24					
Main Replacement - Project MR-1						
Main Replacement - Project MR-2	\$ 3,222,812.64	\$ 449,485.00				
Main Replacement - Project MR-3	\$ 16,463.25	\$ 2,611,475.00				
Main Replacement - Project MR-4			\$ 4,055,700.00			
Main Replacement - Project MR-5				\$ 4,500,000.00		
Main Replacement - Project MR-6					\$ 4,690,000.00	
Main Replacement - Project MR-7						\$ 4,880,000.00
IRF Project Manager - salary & benefits	\$ 76,505.81	\$ 96,600.00	\$ 99,500.00	\$ 102,500.00	\$ 105,600.00	\$ 108,800.00
Water works materials - Mains, Services & Hydrants	\$ 93,322.11	\$ 103,000.00	\$ 106,100.00	\$ 109,300.00	\$ 112,600.00	\$ 116,000.00
Road Restoration - Mains, Services & Hydrants	\$ 327,845.23	\$ 282,300.00	\$ 290,800.00	\$ 299,600.00	\$ 308,600.00	\$ 317,900.00
Demolition of Pump Station # 3 (Ralco Way)			\$ 500,000.00	\$ 500,000.00		
Renovation of Mill Street WTF Building				\$ 400,000.00	\$ 1,600,000.00	
Decommission Mill St. Water Treatment Facility						
Earthen Dikes & Overflow Drainage Improvements	\$ 130,000.00					
New Water Treatment Facility - Engineering services	\$ 18,563.40					
Mill Street Gate House entry refurbishment	\$ 12,322.35					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Deductions	\$ 4,477,697.62	\$ 5,268,160.00	\$ 7,026,500.00	\$ 7,178,700.00	\$ 8,230,200.00	\$ 7,322,400.00
Ending Cash Balance - June 30	\$ 5,952,952.65	\$ 4,308,390.20	\$ 1,149,702.20	\$ (2,883,885.80)	\$ (7,968,973.80)	\$ (12,191,373.80)

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-25: Please identify, by year for each of the past five years, the amount spent on the IFR plan and b) the amount funded to this account by the Authority.

RESPONSE: This question refers to the "IFR plan," but requests amounts funded to "this account by the Authority." Thus, it is assumed that "IFR plan" actually refers to the PWSB's restricted IFR account and will be answered according to the assumption.

See schedule Div. 1-24.2.

Prepared by: R. Benson

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV1-26: Please identify the vehicles and/or equipment included in the capital leases shown Item 2.9(g) of the filing requirements.

RESPONSE: See the attached Schedule DIV1-26

Prepared by: R. Benson

PWSB**Capital Leases - Schedule of Vehicles & Equipment****Model**

Year	Make	Model	Quantity	Quote	Extended Price
<u>FY08 Lease/Purchase Agreement dated 12/30/2007</u>					
2008	FORD	F150 4X4 Truck w/Crew Cab	1	25,985.00	25,985.00
2008	FORD	F150 4X4 Pickup Truck	3	19,621.00	58,863.00
2008	FORD	Escape FWD Hybrid SUV	3	26,675.00	80,025.00
2008	FORD	E250 Econoline Cargo Van	1	17,036.00	17,036.00
2008	STERLING	L8500 Dump Truck	1	97,687.00	97,687.00
2008	FORD	F550 Crew Truck	1	103,036.00	103,036.00
2008	FORD	F550 Dump Truck	1	46,950.00	46,950.00
2008	Caterpillar	Model 430E-IT Backhoe/Loader	1	92,423.00	92,423.00
2008	EH Wachs	Valve Maintenance Trailer System including the TM-7 Automated Valve Exerciser	1	46,995.00	46,995.00
Total Equipment Purchase					569,000.00
Less: Down payment					<u>(150,728.00)</u>
Total Borrowing from Capital Lease					418,272.00

The expected economic life for these vehicles is expected to be at least 8 years each.

Ford Motor Credit -Lease 6162004 dated 12/19/2003

2004	FORD	Ranger 4X4 Pickup Truck	20,309.00
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Ford Motor Credit -Lease 6162005 dated 1/28/2004

2004	FORD	F-350 4X4 w/Crew Cab and TM-7 Valve Exerciser	57,937.00
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Ford Motor Credit -Lease 6162006 dated 2/16/2004

2004	FORD	F550 4X4 w/Crew Cab and Service Body	85,082.00
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PAWTUCKET WATER SUPPLY BOARD
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DIV 1-27 Regarding Schedule RB-1, are the revenues that are included in the PWSB's Annual Report based on the cash basis, the accrual basis, or some other methodology (please identify)?

RESPONSE: The revenues included in the PWSB's Annual Report are based on the accrual basis.

Prepared by: R. Benson

PAWTUCKET WATER SUPPLY BOARD
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DIV 1– 28: Regarding page 3 of Mr. DeCelles' testimony, did PWSB incur any costs associated with the pump problems discussed on lines 12-28? If so, please quantify.

RESPONSE: The PWSB did not incur any costs as a result of the pump problems at the raw water pump station.

Prepared by: James DeCelles

PAWTUCKET WATER SUPPLY BOARD
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DIV 1– 29: Regarding page 4, lines 13-15 of Mr. DeCelles' testimony, please provide supporting documentation for the estimated decommissioning costs of \$700,000, and state when decommissioning is scheduled to begin.

RESPONSE: This estimate is based on a written quote that was provided by Earth Tech for the demolition of Pump Station #3. This quote was used for budgetary purposes because the 120 Mill St facility will require much of the same type of demolition work as Pump Station #3 such as lead paint and asbestos remediation planning. In addition, this facility will require some retro fit work that will enable the T&D Dept. to be relocated to this facility. We are in the process of developing a scope of services and receiving quotes for the work at 120 Mill St.

The demolition work will begin shortly after Earth Tech has removed all necessary equipment and materials from the old plant. We would expect this to be sometime during the fall.

Prepared by: James DeCelles

PAWTUCKET WATER SUPPLY BOARD
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DIV 1– 30: Regarding page 4, lines 17-22 of Mr. Benson's testimony, please provide, a) the total length of mains that still need to be cleaned and lined, b) the amount (in length) to be completed each year through 2014, and c) the estimated cost by year.

RESPONSE: We believe this request refers to page 4, lines 17-22 of Mr. DeCelles' testimony. As such, it will be answered according to this belief. As of March 26, 2008, the PWSB had approximately 60 miles of main that were still scheduled to be either cleaned and lined or replaced as part of our distribution system rehab. The attached table outlines a list of the remaining projects that will complete the distribution system rehab. Once the major projects are complete, and all the pipes are lined, there will be small projects every year that will begin the replacement of our oldest lined pipe.

Prepared by: James DeCelles

Remaining Distribution System Rehab Work

Div. 1-30

Fiscal Year	C&L Length (feet)	C&L cost	main replacment Length (feet)	MR cost	Total Length
2009	113,000	\$8,628,000.00	28,000	\$3,380,000.00	141,000
2010	0	0.00	36,000	\$4,500,000.00	36,000
2011	0	0.00	36,000	\$4,690,000.00	36,000
2012	0	0.00	36,000	\$4,880,000.00	36,000
2013	0	0.00	36,000	\$5,080,000.00	36,000
2014	0	0.00	36,000	\$5,280,000.00	36,000
2015	0	0.00	36,000	\$5,490,000.00	36,000
TOTAL	113,000	\$8,628,000.00	244,000	\$33,300,000.00	357,000

Remaining Distribution System Rehab Work

Total Dollars
\$12,008,000.00
\$4,500,000.00
\$4,690,000.00
\$4,880,000.00
\$5,080,000.00
\$5,280,000.00
\$5,490,000.00
\$41,928,000.00

PAWTUCKET WATER SUPPLY BOARD
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DIV 1– 31: Regarding page 11, lines 19-23 of Mr. Benson's testimony, has the PWSB identified the need for additional watershed property in any area. If so, please identify the area where additional watershed property is needed and state the reason why additional property is needed.

RESPONSE: The PWSB has identified the need to purchase or obtain the development rights for several properties in the watershed area. These properties are located in the Diamond Hill and Arnold Mills watershed area located in the Town of Cumberland. PWSB has determined that any development on this land could negatively impact the water quality of our source water. These negative impacts could include nutrient loadings from lawn fertilizers, suspended solids from street runoff, grease and oil from runoff.

PWSB has worked in conjunction with the Town of Cumberland to secure key pieces of property in the watershed as they become available. We have pooled our resources with the Town of Cumberland, Cumberland Land Trust, and DEM to maximize the impact of our watershed protection.

Prepared by: James DeCelles

PAWTUCKET WATER SUPPLY BOARD
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Set 1

DIV 1-32: Regarding page 13, lines 3-12, please provide a copy of the PWSB's current power supply agreement.

RESPONSE: See the attached Energy Service Agreement between Constellation NewEnergy and the City of Pawtucket.

Prepared by: R. Benson

**COPY**

**Constellation NewEnergy, Inc.
Energy Service Agreement
Fixed Price**

This Energy Service Agreement ("Agreement") is entered into by CONSTELLATION NEWENERGY, INC. ("NewEnergy") and City of Pawtucket ("Customer") effective this 5th day of May, 2004 ("Contract Date"). NewEnergy and Customer may be referred to individually as "Party" or collectively as "Parties".

- Service.** Customer agrees to purchase, and NewEnergy agrees to supply, all of Customer's full electricity requirements from the Beginning of Service Date until the End of Service Date pursuant to this Agreement and the attached General Terms and Conditions for the LDC Account Numbers listed on the Pricing Schedule below. NewEnergy shall sell and deliver and Customer shall purchase and take delivery of the electricity at the Delivery Point(s). NewEnergy shall be responsible for arranging with the LDC for the measurement of deliveries of electricity made hereunder. The LDC shall be responsible for meter reading, for the electricity delivery system and all interruptions in the delivery of service on the LDC's system. Customer shall be responsible for notifying NewEnergy if Customer has knowledge of any of the following: (i) any change of the name affiliated with the Account Number(s); (ii) an Account Number is closed for any reason; (iii) an Account Number is closed for any reason and replaced with another account number; and/or (iv) a new account number is assigned by the LDC to Customer's Service Address.
- Term.** This Agreement shall be in effect from the Contract Date until the End of Service Date, subject to earlier termination in accordance with the terms hereof and survival in accordance with section T1.4 of the attached General Terms and Conditions ("Term").
- Price.** For the Term of this Agreement Customer shall pay NewEnergy a fixed price per kilowatt-hour as set forth in the Pricing Schedule below (the "Energy Charge") for electricity delivered to Customer, including without limitation all capacity, energy, line loss, congestion, locational pricing, renewable portfolio compliance, scheduling/forecasting charges, ISO administration fees, imbalance within tolerance bands, transmission to the Delivery Point and ancillary services. The Energy Charge does not include any LDC charges for transmission and distribution services or any applicable sales or use taxes with regard to the specific sale to Customer. Any such charges or taxes shall be the responsibility of Customer. Customer shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to NewEnergy.
- Electric Energy Supply.** If, on or after the Beginning of Service Date, NewEnergy elects to keep the Customer on Last Resort Service or place Customer on Last Resort Service at any time during the Term, NewEnergy will pay and/or invoice the Customer the difference between the Energy Charge under this Agreement and the applicable Last Resort Service rate in effect at that time. All such payments and/or invoices shall be sent to Customer in accordance with NewEnergy's normal billing cycle. Customer agrees to provide reasonable assistance and cooperation to NewEnergy in switching the Customer off of or onto Last Resort Service at such time as NewEnergy determines.
- Pricing Schedule.**

Energy Charge: (per kWh)	LDC:	Beginning of Service Date: From the first meter read date available for enrollment on or after	To the first available meter read date on or after
\$0.05948		5/1/04	5/1/05
Energy Charge: (per kWh)	LDC:	From the first meter read date on or after	End of Service Date: To the first available meter read date on or after
\$0.059632		5/1/05	12/1/08
LDC Account Number(s)*: SEE ATTACHMENT A		Service Address for Account Number(s):	

*As may be updated or replaced with a new account number by the LDC for the above listed Service Address(es).

- Invoicing and Payment.** Subject to applicable law and regulation, NewEnergy may elect one of the following billing options: (i) NewEnergy provides a single bill for the Account(s) for amounts due NewEnergy from Customer under this Agreement, or (ii) all invoices related to electricity services provided by NewEnergy as to each of the Account(s) served under this Agreement will be sent by the LDC in accordance with its applicable terms and conditions. Under the first option, NewEnergy will issue invoices to Customer according to NewEnergy's normal billing cycle and Customer agrees to direct all payments related to electricity services as to each of the Account(s) served under this Agreement to NewEnergy on a timely basis in accordance with section T1.2 of the attached General Terms and Conditions, and pay the NewEnergy Cost of Electricity Services without offset or reduction of any kind, subject to later reconciliation. Under the second option all payments related to the electricity services provided by NewEnergy as to each of the Account(s) served under this Agreement shall be sent to the LDC in accordance with its applicable Terms and Conditions. If it is impractical to meter the electric supply for an invoice period, NewEnergy's estimates shall constitute the basis of computation of electrical supply for billing purposes, subject to later reconciliation against Customer's actual consumption.

7. **Definitions, Terms and Notice.** Capitalized terms shall have the meanings provided in this Agreement and as stated in the accompanying General Terms and Conditions incorporated herein by reference. All notices, requests or approvals required hereunder shall be in writing and shall be deemed given on the business day received. All such notices shall be delivered personally, by facsimile, by certified mail, return receipt requested, or by overnight carrier to the addresses provided below.
8. **NewEnergy Customer Service.** Customer may request information regarding its invoice or services by calling NewEnergy toll-free at: (1-888-808-7731). Customer agrees to contact its LDC in the event of an emergency, power outage or other service disruption. Additional information may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500.
9. **Authorization and Execution.** Customer and NewEnergy each hereby represent and warrant to the other Party, that (i) the person executing this Agreement is duly authorized to do so on behalf of such Party, (ii) this Agreement constitutes a legal, valid and binding obligation of such Party, and (iii) there is no material event(s) which would impair such Party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement.
10. **Credit Requirement.** Customer will provide NewEnergy with reasonable information as requested by NewEnergy to complete a credit review. If at any time during the Term of this Agreement NewEnergy determines that that Customer makes two or more late payments, NewEnergy will have the right, but will not be obligated, to require that Customer post security or make other credit arrangements satisfactory to NewEnergy to ensure prompt payment by Customer of amounts owed or otherwise payable under this Agreement. Customer will provide the requested security or credit arrangements within five (5) business days of NewEnergy's request. NewEnergy agrees to provide Customer with a parental guaranty as soon as is reasonably practical.
11. **General Terms and Conditions.** The General Terms and Conditions attached hereto are hereby incorporated into and made a part of this Agreement. All references to this Agreement shall include this Agreement and the attached General Terms and Conditions.
12. **Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

THIS AGREEMENT IS NOT ENFORCEABLE UNTIL IT IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF NEWENERGY.

CONSTELLATION NEWENERGY, INC.,

By: _____

Name: _____

Title: _____

Constellation NewEnergy, Inc.
800 Boylston Street 28th Floor
Boston, MA 02199
Phone (617) 772-7500
Facsimile (617) 772-7562

CUSTOMER

By: _____

Name: James E. Doyle

Title: Mayor

Customer Billing Address:

137 Roosevelt Avenue
Pawtucket, RI 02860
Phone 401 728-0500x281
Facsimile 401 723-8620
Email doylej@psdri.net

Proposal No.:
BDM: Erik Everton

GENERAL TERMS AND CONDITIONS

"Delivery Point" means the point of interconnection between third party transmission and distribution systems, and the local transmission of Customer's LDC.

"Demand" shall mean Customer's peak billed demand on a monthly basis measured in kilowatts.

"ISO" means Independent System Operator or other entity administering transmission reliability and control, providing a recognized power exchange or operating an open market wholesale energy exchange.

"Last Resort Service" means the service provided by the LDC in accordance with Applicable Rhode Island Law to a retail customer who is not receiving electricity from a competitive supplier or receiving Rhode Island Standard Offer Service.

"LDC" means the local distribution company owning and maintaining the distribution system required for reliable delivery of electricity to the Customer for the Account(s) identified on the Pricing Schedule.

"NewEnergy Cost of Electricity Services" shall mean the product of the following as to each of the Account(s): (i) the Energy Charge multiplied by (ii) Customer's kilowatt-hour (kWh) usage during the applicable period.

"Off-Peak" shall mean the hours between 11:00 p.m. EST and 7:00 a.m. EST as defined by the ISO. In the event that the ISO changes its definition of the Off-Peak periods, this agreement will be modified accordingly.

"On-Peak" shall mean the hours between 7:00 a.m. EST and 11:00 p.m. EST as defined by the ISO. In the event that the ISO changes its definitions of the On-Peak periods, this agreement will be modified accordingly.

"Pricing Schedule" means the Pricing Schedule contained in the Energy Service Agreement and providing the Account(s) and such other information as may be required by NewEnergy thereon.

"Standard Offer Service" means the service provided by the LDC in accordance with Applicable Rhode Island Law to a retail customer who is not receiving electricity from a competitive supplier or receiving Rhode Island Last Resort Service.

DEFINITIONS

GENERAL

T1.1 Electricity Procurement. NewEnergy is authorized to and will select on behalf of Customer such sources of electricity as it deems appropriate in its sole discretion as to the Account(s). NewEnergy may elect in its sole discretion from time to time for all or part of the term hereof: (i) to move any Account(s) onto and off of the LDC's bundled tariff service then in effect; or (ii) utilize alternate electricity supply sources for the Account(s). Customer authorizes NewEnergy to execute on its behalf any documents necessary to effectuate any such election. Notwithstanding any such action, this Agreement and the NewEnergy Cost of Electricity Services shall remain in full force and effect throughout the term of this Agreement.

T1.2 Payment For NewEnergy Provided Invoices. For any invoices provided by NewEnergy for the Account(s), amounts due under this Agreement shall be due and payable by Customer without offset or reduction of any kind, subject to later reconciliation against Customer's actual consumption. Any sums billed and not received by NewEnergy within fifty-five (55) days of the invoice date shall be automatically assessed a late payment charge of one and one-half percent (1.5%) per month, which charge may be included on a subsequent invoice. All such late payment charges shall be payable on demand. NewEnergy reserves the right to adjust its billing cycle from time to time, including the right to estimate in advance all or part of amounts due during such cycle, with end of cycle reconciliation against Customer's actual consumption.

T1.3 Payment For LDC Provided Invoices. For any invoices provided by the LDC for the Account(s), payments shall be sent to the LDC in accordance with its Terms and Conditions. If any payment by Customer to LDC is late under the Terms and Conditions of the LDC, the LDC may assess a late payment charge beginning the date such payment becomes late and continue to charge Customer at such a rate until Customer becomes current with sums due under LDC invoices.

T1.4 Survival. The applicable provisions of this Agreement shall continue in effect after termination or cancellation to the extent necessary to provide for final billing, billing adjustments and payments.

REMEDIES

T2.1 General. If this Agreement is terminated by NewEnergy pursuant to the terms of this Agreement, NewEnergy may, consistent with law and regulation and upon notice to Customer, immediately move any of the Account(s) to LDC for service and pursue all additional remedies available at law or in equity.

T2.2 Notice of Material Changes. Customer acknowledges that the Energy Charge is based upon Customer's historical monthly usage as of the Contract Date and metered rate of consumption for all Account(s). Customer shall provide NewEnergy prior written notice as soon as possible, but not later than five (5) days after Customer has knowledge of such change, by facsimile and electronic mail of any Temporary or Permanent Material Changes outside of the ordinary course of Customer's operations at the Service Address(es). A Temporary Material Change shall mean an event or circumstance that Customer knows or should know may increase or decrease the combined usage at the Service Address(es) by an amount greater than or equal to twenty percent (20%) of the combined On-Peak or Demand usage for such Service Address(es) for a period of at least two (2) days. Temporary Material Changes include, but are not limited to, equipment outages, shutdowns or replacements, or complete or partial shutdown of service accounts that do not exceed a period of six (6) weeks. Permanent Material Changes include, but are not limited to, permanent opening or closing of Service Address(es), changes in the operating hours of a Service Address, and complete or partial shutdown of Accounts that exceed a period of six (6) weeks. If Customer's business operates on a seasonal basis, Customer shall notify NewEnergy as soon as is reasonably practical prior to a shut down or start up of any and all meters subject to the Agreement. If Customer fails to properly notify NewEnergy pursuant to this paragraph of any Material Change or seasonal fluctuation, Customer will be responsible for any and all charges that

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JCD
representative)

(initials of authorized

result therefrom, subject to NewEnergy's duty to mitigate. In any event, NewEnergy reserves the right to revise the Energy Charge applicable to any additional usage resulting from any Permanent Material Change to any of the Account(s) identified in the Pricing Schedule. Notwithstanding the foregoing, NewEnergy has been provided or has access to Customer's historical usage records, and Customer shall not have the obligation to notify New Energy of any Material Change or seasonal fluctuation which occurs in the ordinary course of Customer's operations.

T2.3 Limitation of Liability. The liability of either Party for any and all claims arising from or relating to this Agreement, including any causes of action in contract, tort or strict liability, shall be limited to direct actual damages subject to the duty to mitigate. Notwithstanding any other provision of this Agreement, in no event shall a Party be liable for any consequential, exemplary, special, incidental or punitive damages, including, without limitation, lost opportunities or lost profits. As between the Parties, each Party shall be responsible for and shall indemnify, defend and hold the other Party harmless with respect to any losses, injuries, claims or damages resulting from any negligent or wrongful act of such indemnifying Party.

T2.4 Default. An "Event of Default" means any one of the following: (a) failure by either Party to make, when due, any payment required under this Agreement if not paid within seven (7) business days after receiving notice from the other Party sent via facsimile or overnight mail that a payment has not been received by the payment due date or (b) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true in all material respects during the term of this Agreement, if not cured within five (5) business days after written notice from the other Party; or (c) Customer fails to provide additional security or credit arrangements as required in this Agreement or (d) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in this Agreement (other than the events that are otherwise specifically covered as a separate Event of Default hereunder) and such failure is not cured within twenty (20) business days after receipt of written notice thereof (provided, however, that failure of NewEnergy to bill Customer timely for amounts due under this Agreement shall not be deemed to be a material breach hereunder); or (e) a Party: (A) makes an assignment or any general arrangement for the benefit of creditors; (B) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for twenty (20) business days after such filing; (C) otherwise becomes bankrupt or insolvent (however evidenced); or (D) is unable to pay its debts as they fall due.

T.2.5 Remedies Upon Default. (a) If an Event of Default occurs with respect to a Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may in its discretion, at any time, terminate this Agreement upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date"). If this Agreement is terminated pursuant this Section, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below and the Defaulting Party shall pay such amount following receipt of notice of such amount as provided herein. The Parties acknowledge and agree that any termination payment hereunder constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. (b) If NewEnergy is the Non-Defaulting Party, Customer will pay NewEnergy the following early termination payment, if a positive amount: the difference between the dollar amount otherwise payable to NewEnergy for the remaining electricity that would have been delivered to Customer had the Agreement not been terminated early (the "Remaining Electricity") and the dollar amount NewEnergy could get for that electricity if it were to sell it to a third party, as determined as of the Early Termination Date. (c) If Customer is the Non-Defaulting Party, NewEnergy will pay Customer the following early termination payment, if a positive amount: the difference between the dollar amount payable by Customer were it to purchase the Remaining Electricity from a third party, determined as of the Early Termination Date, and the dollar amount that Customer would have been obligated to pay to NewEnergy for the Remaining Electricity had the Agreement not been terminated early. (d) Upon termination, cancellation or expiration of this Agreement due to an Event of Default, NewEnergy may, consistent with law, rules and regulation, immediately move Customer's Account(s) to the then applicable tariff service, whether default service or otherwise. After termination, cancellation, or expiration, Customer and NewEnergy agree to remit full payment of all amounts due under this Agreement to the other Party as appropriate, without offset or reduction of any kind within the fourteen (14) day period from receipt of the final invoice, subject to later reconciliation and to the period set forth in paragraph T1.2 and T1.3. The applicable provisions of this Agreement will continue in effect after termination, cancellation, or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, and with respect to any indemnification obligations hereunder.

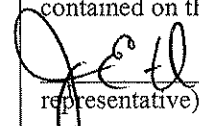
MISCELLANEOUS

T3.1 Independent Contractor and License. NewEnergy is and will perform as an independent contractor under this Agreement. Except as otherwise provided in this Agreement, neither Party has the authority to execute documents that purport to bind the other and nothing herein shall be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking. NewEnergy is licensed by the Rhode Island Public Utilities Commission to perform the services identified in this Agreement.

T3.2 Confidentiality. All terms of this Agreement are confidential and shall not be disclosed by Customer without NewEnergy's prior written consent, except as required by law. Customer authorizes NewEnergy to utilize Customer's name when publishing a list of targeted customer names for publicity and marketing purposes.

T3.3 Force Majeure. Notwithstanding any other provision of this Agreement, if either Party is unable to carry out any obligation under this Agreement (other than an obligation to pay for services) due to Force Majeure, this Agreement shall remain in effect but such obligation shall be suspended for the period necessary as a result of the Force Majeure, provided that: (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature and date of the occurrence and the expected duration of the disability; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the non-performing Party uses commercially reasonable efforts to remedy its inability to perform. "Force Majeure" means an event that is not within the reasonable control of the Party claiming suspension ("Claiming Party"), and that by the exercise of due diligence, the Claiming Party is unable to overcome in a commercially reasonable manner or obtain or cause to be obtained a commercially reasonable substitute performance therefor and shall not be deemed a breach under this Agreement. Force Majeure includes, but is not limited to, acts of God, fire, war, flood, earthquake, civil disturbance, sabotage, facility failure, breakage of equipment or machinery, curtailment, disruption or interruption of supply by or as a result of the LDC, declaration of emergency by the ISO, regulatory, administrative, or legislative action, or action

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 (initials of authorized representative)

restraint by court order or governmental authority and any other events similar to the above. In the event the Force Majeure continues for a period in excess of thirty (30) days, the performing Party may terminate this Agreement by providing the non-performing Party written notice of not less than fifteen (15) days. Notwithstanding the foregoing, Force Majeure shall not be based on (i) Customer's inability economically to use the electricity and services provided for under this Agreement; (ii) the loss or failure of any particular generating facility or failure of performance by a particular supplier; or (iii) NewEnergy's ability to sell the electricity at a price greater than the Energy Charge or NewEnergy's inability economically to acquire the electricity and services provided for under this Agreement.

T3.4 Entire Agreement. This Agreement, including its General Terms and Conditions, embodies the entire agreement and understanding of the Parties, supersedes all prior agreements and understandings of the Parties related to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. Receipt of a facsimile copy of Customer's signature shall be considered an original for all purposes under this Agreement and Customer agrees to provide its handwritten signature upon request. No amendment to this Agreement shall be valid or given effect unless such amendment is in writing and executed by both Parties.

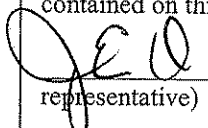
T3.5 Governing Law. The validity, performance, and construction of this Agreement shall be governed and interpreted in accordance with the laws of the State of Rhode Island, including, without limitation, the rules, regulations and orders of the PUC applicable hereto, and without giving effect to conflict of law principles. Any controversy or claim arising from or relating to this Agreement shall be settled in accordance with the express terms of this Agreement by the PUC or a court located in Providence, Rhode Island.

T3.6 Third Parties. The services provided by NewEnergy pursuant to this Agreement are for the exclusive benefit of the Parties hereto. If Customer is represented by an agent or broker in connection with the procurement or performance of this Agreement, Customer shall be fully responsible for any fee, commission or other compensation owing any such agent or broker, and shall indemnify, defend and hold NewEnergy and its affiliates harmless from any and all claims for compensation of any such agent or broker arising from or relating to this Agreement. This Agreement shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

T3.7 Waiver, Assignment and Severability. No waiver in the requirements of this Agreement shall occur based on a failure of either Party to provide notice of any default or other requirement under this Agreement and failure to object to any default shall not operate or be construed as a waiver of any future default, whether like or different in character. Neither Party shall assign this Agreement without the prior written consent of the other Party; provided, however, Customer hereby consents to the assignment of this Agreement to any subsidiary or affiliate of NewEnergy, which shall remain liable for the performance of its assignee. If any portion of this Agreement, or application thereof to any person or circumstance, shall be held legally invalid, the remaining portion(s) of this Agreement shall not be affected and shall be valid and enforced to the fullest extent permitted by law or equity.

T3.8 DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE AS TO NEWENERGY AND ITS AFFILIATES UNDER THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND NEWENERGY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

By initialing this box Customer indicates its acceptance of the terms and conditions contained on this page.

 (initials of authorized representative)

PAWTUCKET WATER SUPPLY BOARD
Docket No. 3945
Pawtucket Water Supply Board's Response to
the Division of Public Utilities and Carriers' Data Requests
Set 1

DIV 1-33: Please identify the PWSB's electric usage (kwh) for the test year and each of the three preceding years.

RESPONSE: See Attached Schedule.

Prepared by: R. Benson

PAWTUCKET WATER SUPPLY BOARD					Schedule DIV-34	
UTILITIES--ELECTRIC ACCOUNTS						
			KWH			
NATIONAL GRID		Service For / Purpose	FY07	FY06	FY05	FY04
NEW ACCOUNT #	OLD ACCOUNT #					
		Source of Supply				
40584-02005	64300-70230-06	Reservoir RD Security Lighting - Diamond Hill Gate House	1,961	1,966	1,973	1,962
15697-17005	64300-71450-06	Dexter St APT F Security Lighting - Robin Hollow Gate House	1,961	1,966	1,973	1,962
53044-32009	64300-72100-06	N Attleboro RD LT BSTR Security Lighting - Arnolds Mill Gate House	5,883	5,898	4,293	1,962
63081-13006	64305-09760-26	Reservoir RD Pole 36 Diamond Hill Reservoir Gate House	25,259	765	375	263
50618-79002	64307-35340-26	Dexter St Apt 2F Pole 34 Robin Hollow Reservoir Gate House	77	204	48	0
14142-11001	64307-35350-26	Off Dexter St PUMP6 BWEL Pole 33A4 Well # 6	5,955	25,901	28,739	62,244
26589-01003	64307-35360-26	Off Dexter St PUMP7 BWEL Pole 33A9 Well # 7	60,719	38,956	44,204	53,847
39058-12001	64307-35370-26	Dexter St PUMP Pole 33A14 Well # 8	31,827	32,661	38,070	62,243
51523-36005	64307-35380-26	Dexter St WATER BPUMP Pole 33A Well # 9	74,813	33,613	47,534	56,015
38153-71006	64309-01070-26	N Attleboro LOT P5A6 Pole 5-1A Arnolds Mill Reservoir Gate House	0	0	1	0
		Pumping Station				
NA	64300-81680-05 Account closed	20 RALCO WAY Security Lighting - Spring St. Pump Station	1,962			
25673-16001	64308-01820-26	20 RALCO WAY Pole 15A Pump Station # 3	0	0	0	0
15698-24005	64700-70090-06	85 Branch St Security Lighting	7,844	7,864	4,360	4,024
02145-01005	64788-04100-00	85 Branch St Pole 11A1A Pump Station # 4 & Admin Offices	4,950,400	5,416,600	4,341,400	5,401,200
		Treatment Plant				
02147-44000	64710-04145-00	Branch St. Pole 11-51 New Water Treatment Facility	1,282,000			
76459-27007	64308-01640-26	Mill St Pole 15A Standby power Mill St WTP	231,000	430,800	41,200	800
01739-18002	64308-01660-26	20 Ralco Way Pole 15A Mill St WTP & Pump Station # 3	316,800	858,000	1,735,200	1,860,000
		Transmission & Distribution				
15282-80007	64715-04835-00	School St. Temp Temporary T&D Office	27,227	33,412	32,115	
52630-17004	64715-13080-29	279 School St. Pole 36A1A3 Temporary T&D Storage Garage	36,771	43,387	32,500	
90435-21007	64500-70380-06	Reservoir Ave. Lincoln Stump Hill Security Lighting	3,922	3,932	3,946	3,924
78268-23006	64517-05770-26	Reservoir Ave. Pole 48A1 Stump Hill Storage Tank Chlorination Building	38,842	33,486	36,861	29,520
		Annual Power Consumption (KWH)	7,103,261	6,969,411	6,394,792	7,541,928

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DIV 1– 34: Please explain which, if any, power costs are included in the annual payment to Earth Tech.

RESPONSE: The PWSB is responsible for all power costs at this time. If Earth Tech exceeds the maximum power consumption that is established in the contract, they will be responsible for the amount above the allocated cap. The cap for electrical usage is currently 7,472,863 K*Wh/year as can be seen in the attached schedule 8 from the contract. At this point, Earth Tech has not exceeded the cap.

Prepared by: James DeCelles

SCHEDULE 8

MAXIMUM UTILITIES UTILIZATION

Table S8-1
Maximum Utilities Utilization

Item	Maximum Annual Usage (kWh/year)	Maximum Unit Usage (kWh/MGD)
Electricity (prior to completion of capital upgrades for new Facilities)	7,809,000	1657
Electricity (following completion of capital upgrades for new Facilities)	7,394,023	1569
Electricity (additional usage from implementation of UV disinfectant system)	78,840	17

NOTE:

The deregulation of electric utility has placed additional emphasis on time of day usage and demand charges as major determinates of electric power costs. The Company and PWSB agree to work together to develop a reasonable operational strategy for the new facility that will minimize electrical costs due to peak demand charges. Increased electric power costs, if any, experienced by the PWSB as a result of the Company's failure to implement and/or manage facility operations consistent with this strategy shall make the OPERATOR responsible for additional costs for power experienced by the PWSB for increased power costs.

Both parties agree that there is currently one single electric meter installed at the 85 Branch Street site that measures power for both the PWSB administrative offices and Pump Station #4. Until such time as a new independent meter is installed at the Branch street site for the new facility, the parties agree to develop an estimated kWh usage for the PWSB administrative offices (for both summer and winter months) that will be used to determine the actual kWh usage of Pump Station #4.

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DIV 1– 35: Regarding the new treatment plant, please identify a) the types of expenses that are included in the annual payment to Earth Tech and b) the types of expenses that must be paid by the PWSB.

RESPONSE: The annual payments to Earth Tech include all costs associated with the cost of water production and treatment except for electrical costs. These costs would include chemicals, maintenance items, testing, and sludge disposal.

The PWSB is responsible for electrical costs as long as the consumption does not exceed the agreed upon cap, which was defined in the operations contract.

Prepared by: James DeCelles

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CERTIFICATION

I hereby certify that I sent by electronic mail a copy of the within to all parties set forth on the attached Service List on May 12, 2008, and that I mailed one original, and nine copies via first class mail to Luly Massaro, Clerk, Rhode Island Public Utilities Commission.

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File original and nine (9) copies w/: Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Boulevard Warwick, RI 02888	lmassaro@puc.state.ri.us	401-780-2104 401-941-1691
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