



AGREEMENT

BY AND

BETWEEN

CITY OF WARWICK, RHODE ISLAND

AND

RHODE ISLAND LABORER'S DISTRICT COUNCIL

ON BEHALF OF

PUBLIC EMPLOYEES' LOCAL UNION 1033

OF THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

Effective: July 1, 2003 through June 30, 2006

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AGREEMENT

THIS AGREEMENT is entered into this day of November in the year 2004, by and between the CITY OF WARWICK, RHODE ISLAND, hereinafter referred to as the "EMPLOYER" and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of Public Employees' Local Union 1033, of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "UNION".

Preamble

Section 1. This Agreement is entered into to facilitate the adjustment of grievances and disputes between the employer and employees, to provide insofar as possible for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.

Section 2. The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. Officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility and that proper attitudes must be based on full understanding of and regard for the respective rights of both the Employer and the Employees.

DECLARATION OF PRINCIPLES

There shall be no discrimination against any worker namely by reason of race, color, creed, sex, national origin, age, or union membership.

The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains in the full utilization of employees' skill and ability without regard to consideration of race, color, creed, sex, national origin, age or union membership.

ARTICLES OF AGREEMENT

ARTICLE I

Union Recognition

Section 1. The Employer recognizes that the Rhode Island Laborers' District Council on behalf of LOCAL UNION 1033 of the Laborers' International Union of North America, AFL-CIO, is the exclusive representative for all employees in the bargaining unit as established by the Rhode Island Labor Relations Board as the result of a petition submitted in Case Number EE-2066.

Section 2. The Employer agrees not to enter into any agreements or contracts with its employees covered by this Agreement, individually or collectively, nor negotiate or bargain with them. There shall be no individual agreements with employees covered by this Agreement and any such agreements or contracts shall be null and void.

ARTICLE II

Union Security and Payroll Deduction of Union Dues

Section 1. All present employees who are members of the Union on the effective date of this Agreement, shall, as a condition of employment, maintain their membership in the Union.

Section 2. All persons who are hired as employees of the City of Warwick, Rhode Island, for which the Union has been certified shall, as a condition of employment, join the Union within sixty (60) days of their initial employment.

Section 3. The Employer agrees to deduct from the wages of each employee who authorizes the Employer to do so in writing such initiation fees and monthly dues as the Union shall designate. Such deductions shall be made in the same Weekly period of each month and shall be remitted monthly to the Secretary-Treasurer of LOCAL UNION 1033, 410 South Main Street, Providence, RI.

ARTICLE III

Management Rights

Section 1. The City retains all rights not specifically delegated by or inconsistent with this agreement, including, but not limited to the right to:

- direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule, combine positions and retain employees;
- relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive;
- determine service to be rendered, operations to be performed, utilization of technology, and overall budgetary matters;
- determine starting and quitting time and hours of work for all posts;
- carry out the City's statutory mandate and to provide for the efficient utilization of resources.

Further, the exercise of rights entrusted to management shall be subject to any obligations the City may have under RIGL § 28-9.4, or obligations imposed upon the City by relevant statute.

ARTICLE IV

Stability of Agreement

Section 1. No agreement, understanding, alteration or variation of the terms or provisions of this Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto. Failure of the Employer or the Union to insist in any one or more incidence upon performances of the terms and conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or the Union of future performances of any such terms or conditions and the obligations of the Union and the Employer to such future performances, shall continue in full force and effect.

ARTICLE V

Union Activities

Section 1. The Union negotiating committee shall consist of up to three (3) members of the bargaining unit together with other persons desired necessary by the Union. Members of the bargaining unit and employees of the City of Warwick, Rhode Island, shall be excused from duty with pay for participation in negotiations between the Union and the Employer after notifying their immediate supervisor outside of the bargaining unit.

Section 2. The Union shall furnish the City and the appropriate department heads with a list of stewards, and shall, as soon as possible, notify said appropriate City Officials in writing of any changes therein. Only those who are officers and stewards shall be recognized by the City for the purposes of meetings.

The Union may be represented by International Representatives, representatives of the Rhode Island Laborers' District Council and/or counsel.

Section 3. Leave for Union Conferences or Conventions. One (1) delegate per bargaining unit shall be granted reasonable time off during working hours to attend Laborers' International, Regional or State Conventions, and/or AFL-CIO

International, Regional or State Conventions with the knowledge of the Department Head and after giving twenty (20) days' written notice to the Chief of the Police Department; time off for International conventions not to exceed five (5) days; time off for Regional or State conventions not to exceed two (2) days. This section shall apply to no more than one (1) of each type convention during the course of the year.

In addition, one (1) delegate will be allowed reasonable time off during working hours with proper notification to attend Local Laborers' District Union meetings not to exceed three (3) meetings per year.

ARTICLE VI

Seniority

Section 1. Definition. Seniority shall be defined as the length of continuous employment with the City of Warwick as a Crossing Guard.

Section 2. Crossing Guards posts which become vacant or created for any reason will be open for bids, and preferences shall be made and granted in accordance with the candidates' seniority and qualifications.

Section 3. In the event a reduction in Crossing Guards is required, persons with the least seniority will be laid off first.

Section 4. Vacancies will be posted on Bulletin Boards for not less than fourteen (14) days and be conspicuous to all Crossing Guards.

Section 5. Notices of all vacancies shall be made available to the designated Union Steward.

Section 6. In the event a full-time position becomes available, spares will be given the first opportunity to fill vacancies in accordance with their seniority.

Section 7. The City shall have the right to fill posts on a temporary basis for a period not to exceed thirty (30) days subject to renewal.

Section 8. Absent extenuating circumstances, an employee absent for five (5) consecutive normally scheduled workdays without approved leave shall lose their seniority and shall be considered as having resigned their position with the City.

ARTICLE VII

Wages

Section 1. Wages for Crossing Guards covered by this Agreement shall be as follows:

<u>Effective Date</u>	<u>Weekly</u>	<u>Daily</u>
July 1, 2003	\$194.50	\$38.90
July 1, 2004	\$194.50	\$38.90
July 1, 2005	\$197.50	\$39.50

ARTICLE VIII

Longevity

In addition to the wages listed in this Agreement, there shall be a longevity supplement which shall not be considered part of the employee's wages for other purposes in this Agreement, including pension purposes. Longevity payments shall be computed on the basis of the employee's wages for the period September through June (i.e.-School Year) and shall be payable on the second week of October, in accordance with the following schedule:

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<u>Years of Service as of July 1</u>	<u>Percentage of Annual Wages</u>
5 to less than 10 years	4%
10 to less than 15 years	5%
15 to less than 20 years	6%
20 years and over	7%

ARTICLE IX

Hours of Work

Crossing Guards shall report to their assigned post one-half (1/2) hour before school commences in the morning, and shall remain there until school begins. At lunchtime, they shall remain at their post from the beginning of the lunch period to the end of the lunch period. Crossing Guards shall report to their post at the closing of school and shall remain for one-half (1/2) hour after school closes.

ARTICLE X

Uniforms

Section 1. The provisions contained in Section 2 of this Article shall be optional as determined by the City. If the City should decide to eliminate the clothing allowance, the City shall determine what uniform, if any, employees should wear, and provide the same to said employees. Otherwise, Section 2 shall apply.

Section 2. Every Crossing Guard will report to work in the full uniform. Traffic belts will be worn and badges shall be displayed at all times. All Crossing Guards will wear black or dark blue shoes. Female Crossing Guards may wear black or dark blue slacks in the winter weather. Jewelry, with the exception of rings, will not be displayed at any time.

The City shall furnish complete uniforms for all Crossing Guards. The City also agrees to provide Crossing Guards with reefer coats and replacement uniform parts, as needed. In addition, the City agrees to pay a \$125.00 clothing maintenance allowance payable during the month of June. If an employee leaves his or her employment with the City during a school year, the above-mentioned clothing allowance will be pro-rated. Effective July 1, 2005, the clothing maintenance allowance shall be increased to \$150.00.

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ARTICLE XI

Health and Welfare

Section 1. Health and Welfare.

The City will provide health insurance coverage to employees in the bargaining unit under the following terms:

- (a) The City will offer group insurance coverage with a reliable insurance company of the City's choice or through a self-insurance program. This coverage shall be generally comparable to the plan commonly known as HealthMate Coast-to-Coast, provided by Blue Cross/Blue Shield of Rhode Island.
- (b) The City shall also offer group insurance coverage with a reliable insurance company or through a self-insurance plan. This coverage shall be generally comparable to BlueCHiP with a benefit level equal to that accepted by the parties on the same date this Agreement is executed, and as provided by Blue Cross/Blue Shield of Rhode Island.
- (c) For employees hired on or prior to August 25, 1993, the City will pay the cost of family coverage of the type described in Section 1(a) above.

- (d) For employees hired after August 25, 1993, health insurance coverage of the type described in Section 1 (a) above shall be phased in as follows:

During the first two (2) years of employment, said employees will receive no health insurance coverage from the City; after two (2) full years of service, said employees will receive individual coverage as set forth in Section 1(a) above. The employee shall have the right to purchase family coverage provided all additional costs beyond individual coverage shall be borne by the employee. After five (5) full years of service with the City, the employee shall become eligible for family coverage as set forth in Section 1(a) above, provided he/she can demonstrate to the satisfaction of the City that said employee does not have adequate family health insurance through some other source.

- (e) For employees hired on or after July 1, 2003 the City shall offer health insurance of the type described in Section 1(b) above, and said employees shall cost share in said coverage by contributing 10% of the cost of their health insurance through a pre-tax payroll deduction. The cost of the health insurance shall be the City's premium or working rate as determined by its insurance carrier (employees are allowed to purchase HealthMate Coast-to-Coast by paying the difference to the City).

Said coverage shall be phased in as follows:

During the first two (2) years of employment, said employees will receive no health insurance coverage from the City; after two (2) full years of service, said employees will receive individual coverage as set forth in Section 1(b) above. The employee shall have the right to purchase family coverage provided all additional costs beyond

individual coverage shall be borne by the employee. After five (5) full years of service with the City, the employee shall become eligible for family coverage as set forth in Section 1(b) above, provided he/she can demonstrate to the satisfaction of the City that said employee does not have adequate family health insurance through some other source.

- (f) Where an employee receives a leave of absence without pay due to an illness or injury and is not otherwise gainfully employed, the City, upon his/her written request, shall continue to provide City paid coverage as specified above for the first six (6) months of such leave of absence.
- (g) Effective July 1, 1987, the City shall, at its expense, provide employees who served a minimum of ten (10) years and their spouse until becoming Medicare eligible , who retire and receive benefits under the Laborers' International Union of North American National (INDUSTRIAL) Pension Fund, with health care insurance as provided in Section 1(a) or Section 1(b) above (as applicable based upon date of hire) above, until such time as said retiree or his/her spouse becomes Medicare eligible or until such time as said employee or his/her spouse obtain or has available equal or better coverage; however, if coverage obtained elsewhere is no longer available, their coverage through the City would resume upon notification by the retiree or his/her spouse. In order to maintain said coverage, said retiree must furnish necessary forms to allow the City to verify coverage.
- (h) Effective September 1, 1990, the City shall, at its expense, provide Plan 65 medical coverage for a retiree qualifying under the present pension plan (with dual coverage offset) and who are Medicare eligible .

- (i) Any cost above what the City provides for benefits outlined in the above sub-sections to provide for adequate additional coverage of either the retiree and his/her spouse will be at the expense of this individual.

Section 2. Workers' Compensation

The City agrees to provide Workers' Compensation benefits to employees covered under this Agreement in accordance with standards prescribed by State of Rhode Island statutes.

ARTICLE XII

Laborers' International Union of North America National Pension Fund

Section 1. For the purposes of providing retirement benefits for employees covered by this Agreement, the City of Warwick shall for each day or portion thereof for which an employee receives pay, make a contribution of six dollars and thirty nine cents (\$6.39) to the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund, but not to exceed thirty one dollars and ninety five cents (\$31.95) per week for each employee (five times the daily rate). Effective on July 1, 2004, the City shall increase its contribution to seven dollars and forty nine cents (\$7.49) per day to the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund, but not to exceed thirty seven dollars and forty five cents (\$37.45) per week. Effective on July 1, 2005, the City shall increase its contribution to eight dollars and forty cents (\$8.40) per day to the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund, but not to exceed forty two dollars and no cents (\$42.00) per week.

Section 2. Said sums shall be paid into the Fund not later than the twentieth (20th) day of each month, and shall represent payment up to the end of the last complete payroll period of the preceding calendar month.

Section 3. For the purposes of this Article, days for which pay is received by the employee in accordance with the Agreement shall be counted as days for which contributions are payable.

ARTICLE XIII

Legal Services Fund

Effective April 1, 1991, in order to provide employees and their dependents with assistance in defraying the cost of legal counsel, the Employer agrees to contribute thirteen (13¢) cents per hour for each hour worked by each employee covered by this agreement to the "RHODE ISLAND PUBLIC SERVICE EMPLOYEES' LEGAL SERVICES FUND", established by a declaration of trust dated September 20, 1974. Said fund shall be administered by a Board of Trustees selected by the Union.

- a) Said contribution will be paid to such fund not later than the twentieth day (20th) of each and every month for the hours worked by said employees up to the end of the last completed payroll period of the preceding calendar month.
- b) The funds shall not be used to provide benefits which defray any expenses for disputes, grievances, or legal proceedings between employee - participant, his spouse or dependents and the Employer, the Union or any of its members, their agents, or any legal entity of which they are a part.
- c) Effective July 1, 2005, the City agrees to increase its contribution to this fund to twenty (20¢) cents per hour for each hour worked by each employee covered by this agreement.

ARTICLE XIV

Holidays

Section 1. All employees covered by this Agreement shall be paid their regular rate of pay for each of the following designated holidays.

Good Friday	Columbus Day	Day After Thanksgiving
Memorial Day	Veterans' Day	Christmas Day
Labor Day	Thanksgiving Day	Martin Luther King Day

If any of the above designated holidays fall on a Saturday, the employee shall receive an additional day's pay for said holiday. To be eligible for Holiday Pay credits, an employee shall have worked his/her scheduled work day or been on approved sick leave or jury duty, immediately before and immediately following the General Paid Holiday.

ARTICLE XV

Sick Leave

Section 1. Employees covered by this Agreement shall be granted ten (10) sick days per year with pay during the life of this Agreement. It is further agreed that unused sick leave shall accumulate from year to year to a total of twenty-four (24) working days.

Section 2. The City reserves the right to require a Doctor's certification before granting sick leave pay in cases where an employee may be suspected of being a malingerer or of using sickness as a pretext to cover an unauthorized absence.

Section 3. Employees will be entitled to receive pay for one half (1/2) of their accumulated sick leave upon their retirement, if they are vested in accordance with the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund.

Section 4. The parties agree to comply with the provisions of the state and federal Family and Medical Leave statutes.

ARTICLE XVI

Bereavement Leave

Section 1. In case of death in the immediate family of an employee who is in active service with the City, time off with straight pay will be allowed from the time the employee has been notified of the death through the day following the burial of the deceased. If the employee is of the Jewish faith, time off from work shall be given for the actual period of mourning observed but not to exceed seven (7) days from the day of burial.

Section 2. Death in the immediate family shall be limited to the death of parents, husband, wife, sister or brother, son or daughter, grandparents and grandchildren of the employee and of the employee's spouse.

Section 3. In addition to the above, in case of death of an active member or their immediate family, time off with straight pay up to four (4) days' leave per year will be allowed to one (1) designated Board Member to attend funeral services.

ARTICLE XVII

Jury Leave

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

ARTICLE XVIII

Miscellaneous

Section 1. Bulletin Boards

The City shall provide bulletin boards in conspicuous places to be used for posting of union notices, rules and regulations.

Section 2. Safety

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

Section 3. Legal Assistance and Indemnification

In the event any employee covered by this Agreement is sued in any civil proceedings as a result of actions performed by said employee in the performance of his/her duties as an employee of the City of Warwick, the City of Warwick agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceeding; provided, however, that the City shall have the right to deny all or a portion of the benefits under this section if it determines that the employee acted outside the scope of his employment.

Section 4. The City agrees that members of the bargaining unit shall be given the same preference to other open Municipal employment opportunities as any other applicant who is not a member of the bargaining unit whose contract covers such positions.

ARTICLE XIX

Stewards

The Union Steward shall be furnished by the Union. The Steward shall have the right to report any violation of any provision of this Agreement to the Union. Said

violation or grievance shall be processed in accordance with the Grievance and Arbitration procedures included in this Agreement.

ARTICLE XX

Grievance and Arbitration

Section 1. It is mutually understood and agreed that all grievances of employees of the Employer arising out of the provisions of this Agreement shall be dealt with as provided for in this Article.

Section 2. The Union Steward shall be guaranteed sufficient time off during working hours, after notifying his/her immediate supervisor outside of the bargaining unit, to settle grievances without loss of pay. An aggrieved employee shall have the right to Union representation, including counsel and International representation through the entire duration of the grievance procedure.

Section 3. Should differences arise between the City and the Union or members of the bargaining unit employed by the City as to the meaning and application of the provisions of this Agreement, there shall be an earnest effort by both parties to settle these differences by the following methods of procedure:

Step 1. Employees in the first instance may register grievances with the Steward of the Union, who shall present such grievances to the immediate supervisor outside of the bargaining unit and/or Superintendent. Unless an employee who is aggrieved by City action submits his/her grievance in writing to his/her immediate supervisor outside the bargaining unit within ten (10) days of the occurrence of such grievance, it shall not be considered a grievance under the terms of this Agreement.

Step 2. In the event that the grievance is not satisfactorily adjusted in Step 1, the Steward and/or the Business Manager or Authorized Union Representative shall present such grievance herein with the employee to the Chief of Police.

Step 3. If unable to reach a satisfactory adjustment within seven (7) working days, the Union shall submit the grievance to the Board of Public Safety who must render a decision within ten (10) working days.

Step 4. In the event the grievance is not satisfactorily adjusted, either party may refer the grievance to the American Arbitration Association in accordance with its rules then obtaining. The Arbitrator shall hold a hearing within ten (10) days of his appointment, and his decision shall be final and binding upon the Parties. The Arbitrator shall have no power to alter, amend, add to or deduct from the provisions of this Agreement.

The submission to arbitration must be made within ten (10) days of receipt of the answer from the Board of Public Safety as stated in Step 4, or else it shall be deemed to have been waived.

The City and the Union agree to apply the decision of the Arbitrator to all substantially similar situations.

Nothing contrary in the grievance and arbitration procedure shall prohibit the parties to agree on an alternate method in which to select an arbitrator. The expenses of such Arbitrator shall be borne equally by the parties.

Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it, nor its members, will engage in any strike, slowdown, or connected refusal to perform duties nor will the Employer lockout its employees during the term of this Agreement, over any matter which is subject to final and binding arbitration under this Article.

ARTICLE XXI

Changes or Amendments

It is hereby agreed that this Agreement contains the complete Agreement between the parties and no additions, waivers, deletions, changes or amendments shall be

made during the life of the Agreement except by the mutual consent in writing of the parties hereto.

ARTICLE XXII

Successors and Assigns

This Agreement shall be binding upon the City of Warwick, Rhode Island, the Union and its successors and assigns. No provision herein contained shall be nullified or ineffective in any manner as a result of any change in the City of Warwick, Rhode Island.

ARTICLE XXIII

Indemnification Clause

The Union agrees that it shall indemnify, defend and hold the City harmless from any claims, awards, or judgments, including costs which may be made by an employee or employees against the City by virtue of the misinterpretation or misapplication of this Agreement.

ARTICLE XXIV

Duration of Agreement

Section 1. The provisions of this Agreement shall remain in effect from July 1, 2003, through June 30, 2006, and shall continue thereafter from year to year unless either party gives notice in writing one hundred twenty (120) days prior to the expiration date to the other party of his/her desire to terminate this Agreement in which event this Agreement shall terminate on June 30, 2006 except that the Union may express its desire to reopen the Agreement one hundred twenty (120) days prior to June 30, 2006. Upon such notice being given, the duly authorized representatives designated by the parties will meet on March 12, 2006, or such other later date as the parties may mutually agree to, to commence such negotiations. It is agreed that all provisions of this Agreement shall remain in full force and effect during said

negotiations, and shall continue thereafter in full force and effect, with such modifications the parties may agree to in writing, until the termination of this Agreement.

Section 2. The provisions of the preceding section shall not prevent parties by written agreement, to extend any portion of this Agreement [after one hundred twenty (120) days' notice has been given] for any agreed upon period beyond its expiration date.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
day and year first above written.

IN THE PRESENCE OF:

*CITY OF WARWICK, RHODE
ISLAND*

RHODE ISLAND LABORERS' DISTRICT COUNCIL OF THE
LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA, AFL-CIO
ON BEHALF OF LOCAL UNION 1033

RONALD M. COIA
Business Manager, RILDC

DONALD S. IANNAZZI, ESQ
Business Manager, LOCAL 1033

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