AGREEMENT

BETWEEN

TOWN OF CHARLESTOWN

AND

RHODE ISLAND LABORERS' DISTRICT COUNCIL

OF THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFL-CIO

ACTING ON BEHALF OF

LOCAL UNION 808, CHARLESTOWN, RHODE ISLAND

EFFECTIVE: JULY 1, 2018 TO JUNE 30, 2021

POLICE DISPATCHERS

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AGREEMENT

This AGREEMENT is entered into and effective on the 1st day of July 1, 2018 until June 30, 2021, by and between the Town Of Charlestown, by and through its Town Council, hereinafter referred to as the "Town", and the Rhode Island Laborers' District Council on behalf of Rhode Island Judicial, Professional And Technical Employees' Local Union 808, and Affiliate of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "Union", covering the Police Dispatchers.

ARTICLE I

PREAMBLE

Section 1. This agreement is entered into to facilitate the adjustment of grievances and disputes between the Town and the Union employees to provide and to establish necessary procedures for the amicable adjustment of disputes which may arise between the Town and the Union.

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

Section 3. It is the purpose of this Agreement to carry out the policy of the Town by encouraging a more harmonious and cooperative relationship between the Town and its employees as defined below. By means of this Agreement, therefore, the signatories hereto bind themselves to improve the standards of service to the people of the Town and agree further that the laws of the State of Rhode Island, the Town Charter and the ordinances of the Town of Charlestown, including but not limited to the provisions of the Town's Personnel Manuel and the Charlestown Police Department Rules, Regulations, Policy and Procedure Manual as it concerns the Union shall be enforced and shall be paramount, notwithstanding any provision of this Agreement.

ARTICLE II

NO DISCRIMINATION

Section 1. Neither the Town nor the Union shall discriminate against any employee because of age, race, color, sex, religion, creed, political affiliation, national origin, union membership or non-union membership in violation of any applicable statute and any and all claims of discrimination shall be pursued under the provisions of the applicable statute, which shall be deemed to afford the claimant his or its exclusive remedy, notwithstanding any of the provisions of this Agreement.

Section 2. All references to the term "employee" in this Agreement shall include both sexes and wherever the male gender is used it shall be construed to include both male and female employees. The term 'employee' shall mean the same as 'member' or 'dispatcher' and shall mean all paid, permanent, full-time, active police dispatchers employed by the Town of Charlestown. Individuals who are on leave of absence, or absent due to active military service, shall be entitled to none of the benefits of this Agreement except to the extent they are expressly granted eligibility for certain benefits in other sections of this Agreement or as may otherwise be provided by law.

ARTICLE III

UNION RECOGNITION

Section 1. The Town recognizes the Union as the exclusive bargaining representative for, and this Agreement shall apply to, all active, full-time, permanent, paid employees employed by the Town in the classification of Police Dispatcher as set forth within the scope of the Bargaining Unit SLRB Case No. EE-3467 (Dispatcher), and as set forth in Article II Section 2.

Section 2. All full-time employees hired after the effective date of this Agreement shall serve a probationary period of six (6) months during which they may be discharged without recourse under this Agreement. Upon the satisfactory completion of the probationary period, the employees' seniority hereunder shall commence, retroactive to date of hire.

Section 3. The Town agrees not to enter into any agreement or contract with members of the bargaining unit, individually or collectively, which is inconsistent with the provisions of this Agreement.

Section 4. Minimum age for employment for all full-time permanent employee positions shall be eighteen (18) years of age.

ARTICLE IV

UNION SECURITY AND DUES DEDUCTION

Section 1. All full-time employees in the bargaining unit on the effective date of this Agreement who have been employed in such unit for at least thirty (30) days as of the date shall be required, as a condition of continued employment, either to (1) become members of the Union or (2) not become members of the Union. All new full-time employees shall be subject to the foregoing conditions within thirty (30) days subsequent to the successful completion of his/ her probationary period.

Section 2. An employee who shall tender the period dues uniformly required as a condition of acquiring or retaining Union membership, shall be deemed to have satisfied the condition of employment established in Section 1 of this Article. In the event the Union shall seek the discharge of a member of the bargaining unit for failure to comply with said condition, the Union shall inform the Town in writing of the state of facts on which the request for discharge is based and if upon investigation, which must be completed within five (5) working days, the Town finds that such facts are correct, and the employee, upon notice in writing from the Town, fails within seven (7) days to comply with said condition of continued employment, that is, the payment of dues or the service charge referred to herein, the Town shall discharge the employee.

Section 3. The Town shall deduct from the pay of each employee covered by this Agreement all required Union dues, provided that at the time of such deduction there was, in the possession of the Town, a current lawful written authorization for such deduction, executed by the employee, in a form agreed upon by the parties. The Union shall, by its treasurer, certify in writing the amount of membership dues referred to above, to the Town and all such dues and/or service charges deducted hereunder shall be remitted by the Town to the Union on a monthly basis. The Union agrees to, and herby does, indemnify and hold harmless the Town, each Town Council member, and all employees of the Town, against any award, judgment, loss or expense liability arising out or any claims made against the Town by an employee because of such deduction from his wages or because of any other provisions of this Article. Such deduction shall be made in the first pay period of each month and shall be remitted monthly to the Secretary/Treasurer of Local #808.

ARTICLE V

MANAGEMENT RIGHTS

Section 1. Subject to the terms and conditions of this Agreement, it is understood and agreed that the Town shall have sole jurisdiction over the management of the operations of the Town including, but not limited to, the work to be performed; the scheduling of work; the establishment and changing of scheduled shifts and hours of work; the promotion of employees; fixing and maintaining standards of quality of work and productivity standards; methods of operations made or purchased; the right to hire, transfer, discipline, or discharge for just cause and layoff because of lack of work, budgetary constraints or other legitimate reasons.

Section 2. Scope. This Agreement is made pursuant to and in discharge of, for its duration, the duty to bargain with each other, imposed by law upon the Union and the Town. The bargaining which preceded the execution hereof resulted in no Agreements other than those expressly set forth herein and except to the extent that express provisions of Articles I through XXV of this Agreement expressly and necessarily place limits thereon, all matters about which this Agreement is silent shall be deemed matters concerning which the Town has surrendered none of the discretion or power of unilateral action which it had prior to the time at which the Union gained the support of a majority of the employees. There are no other Agreements between the parties, verbal or written.

ARTICLE VI

STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the terms and provisions of this Agreement shall be effective unless made and executed in writing by both parties. Failure of the Town or the Union to exercise any rights they have under this Agreement or to insist in any one or more instances upon performance of the terms and conditions of this Agreement by the other party shall not be construed as a waiver or relinquishment of the right of the Town or the Union to exercise any rights they have under this Agreement or to require future performance of any of the terms or conditions of this Agreement by the other party, and the obligations of the Town and the Union to comply with this Agreement shall continue in full force and effect.

Section 2. This Agreement constitutes the entire agreement between the Town and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall be reduce to writing and signed by the parties subsequent to the effective date of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE VII

BULLETIN BOARDS

Reasonable space on the appropriate bulletin boards in an appropriate location shall be made available to the Union for the posting of official Union information.

ARTICLE VIII

SAFETY AND HEALTH

Section 1. Objective and Obligations of the Parties. The Town of Charlestown and the Union will cooperate in the continuing objective to eliminate accident and health hazards. The Town shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

ARTICLE IX

NO STRIKE! NO LOCKOUT

Section 1. Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it nor its members will engage in any strike, slowdown or concerted refusal to perform duties nor any concerted action whatsoever directed at the Town or any of its elected or appointed officials or employees, nor will the Town lockout its employees during the term of this Agreement.

Section 2. Employees will undertake to carry out properly any work assignment given to them. In the event any grievance arises over the propriety of the assignment of the work, or from any other cause, the work will be performed by the employee without interruption and the employee shall have the right to have the grievance disposed of in accordance with the grievance procedure established herein.

ARTICLE X

DISCIPLINE

Section 1. A meeting, between an employee and his/her Supervisor and the Town Manager or his/her designee, during which the principal topic of discussion is discipline or potential discipline, will entitle the employee to be informed of his/her right to have a Union Representative present. If the employee requests the presence of a Union Representative, the Town will honor that request.

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined below.

If the Chief of Police or his/her designee has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of one (1) year, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel record. After a period of six (6) months, providing no further infraction of the same type is committed by the involved employee, all references to oral reprimands shall be removed from all files.

Where appropriate, disciplinary action or measures shall include only the following:

1. Counseling
2. Oral Reprimand
3. Written Reprimand
4. Suspension
5. Demotion (where applicable)
6. Discharge

When any disciplinary action is to be implemented, except oral reprimand or counseling, the Chief of Police or his/her designee shall before or at the time such action is taken, notify the employee and the Union in writing of the specific reasons for such action.

Section 2. When the Chief of Police or his/her designee purposed to discipline an employee, except for counseling or oral reprimand, the following procedures will apply:

(a) The employee will be given a speedy (prompt) hearing. When necessary, depending on the nature of the charges, the employee will be placed on administrative leave (leave with pay) for a maximum of three (3) working days within which time the Town shall conduct a hearing.

(b) If the Town requires additional time beyond the three (3) working days administrative leave, to prepare for the hearing, the employee will be continued on administrative leave until the hearing is held. In no case shall administrative leave exceed ten (10) days.

(c) If the Union and/or the employee requires additional time beyond the maximum of three (3) working days administrative leave, to prepare for the hearing, the employee will be placed on leave without pay. In no case shall such leave without pay exceed ten (10) days.

(d) In any event a hearing shall commence no later than ten (10) days after notice that a suspension or discharge has been imposed and a written decision shall be rendered within fifteen (15) days of the conclusion of the hearing.

Section 3. It is agreed that Chief of Police or his/her designee may dismiss, demote or suspend an employee for just cause.

Section 4. An employee against whom a disciplinary action has been taken, which results in a demotion or dismissal, may appeal the decision and proceed immediately to grievance pursuant to Article XI, Section 4.

Section 5. In the case of demotion, the Chief of Police or his/her designee shall give the employee and the Union written notice of his/her intention to effect the demotion not less than fifteen (15) days before the date it is intended to become effective.

Section 6. In all other cases the employee and the Union shall be notified on or before the effective date of such action.

Section 7. In the event that an employee is dismissed, demoted or suspended under this section and such employee appeals such action and his/her appeal is sustained, he/she shall be made whole under the terms and provisions of this Agreement.

Section 8. An employee may be granted a demotion upon request, when recommended by his/her supervisor and approved by the Chief of Police. In this instance his/her current status shall be transferred to the lower class.

ARTICLE XI

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. It is mutually understood and agreed that all grievances of Employees or the Town arising out of the provisions of this contract shall be dealt with as follows:

Section 2. One Union representative at any reasonable time shall be guaranteed sufficient time off during working hours to seek to settle grievances without loss of pay. An aggrieved employee shall have the right to union representation, including counsel and Rhode Island Laborers' District Council representation after Step 1 of the grievance procedure.

Step 1. Employees in the first instance may register grievances with the steward of the Union who shall present such grievances to the Chief of Police verbally. The Chief of Police shall have fourteen (14) calendar days to adjust the grievance. Any grievance which is not presented within seven (7) calendar days of the date of the occurrence shall be deemed to have been waived.

Step 2. If no satisfactory resolution is reached as defined in Step # 1., then the grievance then shall be reduced to writing within three (3) working days to the Chief of Police or his/her designee. The Chief of Police shall then have five (5) days in which to give his answer in writing to the Union.

Step 3. If unable to reach satisfactory adjustment within fourteen (14) calendar days from the date of meeting with the Chief under step one (1) above, the Union shall submit the grievance in writing to the Town Administrator within fourteen (14) calendar days thereafter. A response to the Union by the Town Administrator must be in writing within twenty-eight (28) calendar days after he has conducted a meeting on the same.

Section 3. Notwithstanding those steps set out above, such steps may be waived by Agreement in writing signed by authorized representatives of the parties to this Agreement which waiver will permit prompt submission to arbitration, thus promoting the welfare of both parties of this Agreement.

Section 4. If a grievance is not settled at step two (2), such grievance shall, at the request of the Union or Town, be referred to the American Arbitration Association in accordance with its rules then pertaining. The arbitrator shall hold a hearing and his decision shall be final and binding upon the parties subject to any limitation of law. The fees and expenses of such arbitrator shall be borne equally by the parties. The arbitrator shall have no power to alter, amend, and add to or deduct from the provisions of this Agreement. The submission to arbitration must be made within fourteen (14) calendar days of receipt of the Town Administrator's answer as stated in Step two (2) above, or else, it shall be deemed to have been waived.

ARTICLE XII

SENIORITY

Section 1. Seniority shall be defined as the total length of continuous service by the Employee with the Town. Seniority shall begin to accrue for a full-time Employee after completion of the six (6) month probationary period at which time seniority shall be retroactive to the first day of employment.

Section 2. Seniority shall accumulate during absence because of on-the-job illness and injury or authorized vacation.

Section 3. Seniority shall be considered to be broken when an employee is on lay-off status, or unpaid leave of absence.

Seniority and employment status shall be terminated upon the occurrence of any of the following:

(a) When an employee has been discharged for just cause or has otherwise terminated his/her employment by retirement, resignation, absence without leave, etc.:

(b) When an employee is absent without prior notice to his/her supervisor or the Town Administrator for three days or more;

(c) When an employee fails to respond to a recall notice within the time allotted by the Town;

(d) When an employee fails to report for work at the end of an authorized leave of absence;

(e) When an employee engages other work without authorization while on a leave of absence;

(t) When an employee is absent from active employment for twelve consecutive months or fifteen months out of any twenty-four month period, provided that employees who are eligible for a disability retirement that is provided by the retirement system applicable to employees shall be retired, subject to the applicable laws and regulations.

Section 4. In the event a reduction in the dispatcher force is required, the most junior employee in the classification shall be subject to layoff.

ARTICLE XIII
ANNUAL LEAVE

Section 1. Vacation. Permanent full-time employees shall be granted annual vacation at the employee's regular rate of pay in accordance with the following schedule:

Years of Service	Vacation
Completed	Credits Earned
I through 5	11 days
5 through 10	16 days
10 through 15	21 days
16 and more	1 Additional Day per year to maximum of 24 days, effective on July 1, 2013. Any employee with more than 25 vacation days on the effective date of this agreement shall not forfeit any of those additional vacation days, unless used and the maximum falls below 25 accumulated days.

Section 2.

(a) Annual leave shall not be granted for periods of less than one-half (1/2) day. Vacation entitlements shall accrue as of anniversary date of employment.

(b) To the extent feasible and consistent with effective departmental operation, employees will be permitted to take annual leave according to their own convenience and subject to the following conditions:

1) The Department Head shall be notified two (2) weeks in advance of any annual leave request for more than three (3) days. However, nothing shall preclude the Department Head from granting leave without the required advance notice if it does not adversely affect the operation of the department. However, no annual leave shall be granted without prior approval of the Department Head and Town Administrator.

2) Scheduling of leave time shall be in the order of departmental seniority with preference being given to the persons having the longest employment in the department.

3) Granting of annual leave time is mandatory upon the Department Head but the time when such leave is granted shall be consistent with the best interests of the work program of the department or a division thereof, provided that no employee may be deprived of annual leave privileges to which he is entitled under this rule.

4) A total of ten (10) days vacation may be carried over from year-to-year if not used by employee within one (1) year after it is earned.

5) No more than nine (9) vacation days shall be used between June 15th and Labor Day of each year.

Section 3. Employees will be given five (5) personal days per year, which will be granted at the beginning of the fiscal year. Personal days shall not be carried over from year-to-year and must be used by the employee within the fiscal year in which

they are granted.

ARTICLE XIV

SICK LEAVE

Section 1. All full-time employees, excluding part-time and temporary, are entitled to sick leave at the rate of one and one-half days per month for a total of eighteen (18) days per year and such sick leave may be accumulated to a total of one hundred eighty (180) days. If an employee resigns prior to retirement, said employee will receive a 25% buy back. If an employee retires as per R.I.E.R.S. conditions, after at least ten (10) years of service to Charlestown, there will be a 50% buy out. Payments will be made within thirty (30) days of leaving the Town of Charlestown employment. If an employee is terminated, there will be no buy out.

Section 2. Sick leave shall not be considered a privilege which may be used by the employee at his discretion, consistent with the relevant provisions of the FMLA, and allowed only under the following conditions:

a) personal illness; physical incapacity beyond the employee's control;

b) family illness; when an illness in the immediate family requires the employee's personal attention and the necessity of such attention is supported by a doctor's certificate, when requested by the Police Chief. Immediate family, as used herein, shall mean spouse, father, mother, brother, sister, son, or daughter or members of the immediate household living in the household. Use of family illness sick leave will not be used to disqualify the employee from shift selection rights and/or overtime opportunities available after a family illness sick leave period.

Section 3. Employees using sick leave shall notify their supervisor at least one hour in advance of their normal starting time.

Section 4. When the absence is more than three (3) consecutive days, the employee's Department Head may request that the employee substantiate the absence. Failure to comply with this provision shall result in the loss of sick leave benefits for that period of absence.

Section 5. In any calendar month in which an employee accumulates more than two (2) separated absences charged to sick leave or unauthorized absences, with or without pay, said employee shall not accrue sick leave credit for that month, unless the employee provides a doctor's certificate to substantiate sick leave for the third (3rd) or any additional absences.

Section 6. Leave of absence, without loss of seniority, may be granted by the Town. Generally, leave of absences will not be granted for more than thirty (30) days. Applications for leave and extension of leave of absence must be made in writing to the Town. The refusal to grant a leave of absence shall be within the sole discretion of the Town. The Town Administrator may grant an employee leave without pay and benefits for a period not to exceed one (1) year subject to the following conditions:

Leave without pay may be granted only when it is in the interest of the Town to do so. The needs of the employee shall be considered when he has shown by his record to be of more than average value to the Town and when it is desirable to return the employee even at some sacrifice.

During an employee's approved leave of absence, his position may be filled by Temporary Appointment, a Temporary Position or detail of another employee. At the expiration of a leave without pay, the employee has the right to and shall be reinstated in the position he vacated if the position still exists; or if not, to any other vacant position in the same class. If this is not possible, he shall be transferred to another position for which he is qualified and a vacancy exists or normal layoff procedures shall be used.

Seniority shall not accrue during leave. Failure on the part of the employee to report promptly at the expiration of leave without pay shall be cause for dismissal. Leave of absence without pay will not be granted under the above conditions to anyone requesting such leave so as to try other employment.

Section 7. In the event an employee who has worked for the Town three (3) or more years has used up all accumulated sick and annual leave due to a serious and protracted illness, said employee may apply in writing to the Department Head and the Town Administrator for an extension of sick leave beyond that

accumulated by the employee, not to exceed ten (10) working days in any calendar year. Leave granted under this provision shall be charged to sick leave accumulated upon the employee's return to work at the rate of one-half (1/2) day per month until the deficit is eliminated. Decision on whether to grant leave under this provision shall be at the discretion of the Town Administrator. Said decision shall not be subject to the grievance procedure.

ARTICLE XV

BEREAVEMENT LEAVE

Section 1. In the event of the death of a mother, father, husband, wife, child, brother, sister, mother-in-law or father-in law, stepmother, stepfather, grandmother and grandfather each employee covered by this Agreement shall be entitled to leave of absence with pay of up to three (3) consecutive days from the date of the death to the date of the funeral in order to make arrangements and attend the funeral. The Chief of Police, or his designee, may permit an employee an additional one (1) day bereavement leave under the provisions of this section.

Section 2. In the case of death of a relative other than as provided in Section 1 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, if the leave is first approved by the Police Chief.

ARTICLE XVI

JURY DUTY

Regular full-time Employees shall be granted leaves of absence for required jury duty requiring appearances before a court or other public body. Such employees shall receive that portion of their regular salary, which will, together with their jury pay or fees, equal their total salary for the same period.

ARTICLE XVII

HOLIDAYS

Section 1. The following shall constitute holidays for purposes of this Agreement:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July Fourth	1/2 Day Christmas Eve
Victory Day	Christmas Day
Labor Day	1/2 Day New Year's Eve

Section 2. As set forth herein, all permanent full-time employees shall receive pay for the above holidays provided that they shall have worked their last scheduled working day preceding such holiday and their first scheduled working day following such holiday unless their absence on either of such days was a result of illness upon proof sufficient in the view of the Chief of the Police Department.

Section 3. Holidays on Schedule Days Off. Should any of the holidays recognized above fall on any full-time employee's scheduled day off, the employee shall receive an additional day's pay at the applicable straight time rate or at the option of the employee and Department Head, an additional day off within thirty (30) calendar days of the holiday, if the schedule permits.

Section 4. Holiday Worked. An employee required to work on a holiday which falls during his normal work-week, to which he is entitled under this Agreement, shall be paid time and one-half his regular rate of pay for all hours worked on the holiday in addition to his holiday pay or an additional day off with pay.

ARTICLE XVIII

HEALTH AND PENSION

Section 1. Health Insurance. The Town will provide employees with the opportunity to enroll in a health insurance plan that is commercially available through a reputable insurance carrier, or by a plan of self-insurance for the Town. Any employee who is receiving family health coverage from the Town and is eligible for alternative health insurance coverage shall be eligible to receive, in lieu of that coverage, a $2,500.00 (twenty-five hundred dollars) cash payment per year upon presentation of proof of the alternative coverage that satisfies the Town Administrator that it is adequate. If, however, any such employee loses such coverage due to a Qualifying Event as set forth in COBRA, the employee shall be reenrolled in a Town group plan and the amount of the employee's payment in lieu of coverage shall be prorated for that year. New employees' coverage under the health care plan will commence on the first day of the month following completion of the initial thirty days of employment. (Exhibit A — Summary of Medical Benefits). Notwithstanding the preceding, should the Town's health care plan provided to the employees be determined a high-cost plan tax (HCPT), popularly known as the "Cadillac" Tax for taxation purposes under the Affordable Care Act, the Town and Union agree to meet and discuss either altering plan benefits to avoid the tax payment obligation or determine an equitable tax cost sharing formula. Failure to agree on a resolution shall permit the Town to act unilaterally to avoid any tax payment under this designation.

Section 2. Dental Plan. The Town will provide dental coverage for each employee of the bargaining unit and member of their family, for the duration of the Agreement. Said coverage shall be purchased by the Town, from a reputable insurance carrier, comparable to Rhode Island Blue Cross Dental or Delta Dental, Level IV (with annual limit of $2,000), and shall be administered in accordance with the Plan Summary of said carrier. Eligibility same as for Health Insurance in paragraph two and three.

Lt.Vision/ Optical Care Program The Town shall provide a vision /optical benefit for the purchase of prescriptions in the amount of $100.00 per year.

Section 3. Employees shall co-pay 20% of the total premium for health care insurance for the duration of this agreement.

Section 4. Pension. The Town agrees to enroll employees, working a minimum of twenty (20) hours per week or more, in the Rhode Island Municipal Employees Retirement System with the COLA provision. Employees have a mandatory pre-tax contribution on base salaries only. Employees who were employed by the Town on July 1, 1991, who elected not to be part of RIERS, are members of the ICMA plan with no mandatory employee contribution. The Town contributes equally to this plan at a percentage rate set each

fiscal year by the State for RIERS for grandfathered employees only. Employees hired after July 1, 1991 are only eligible to participate in RIERS.

The Town will also offer employees an optional and/or supplemental ICMA-RC deferred compensation plan in which to participate SOLELY at employee's expense, 401(k) after tax, and 457 pre-tax.

ARTICLE XIX

LIFE INSURANCE

Section 1. The Town shall pay the full cost of providing term group life insurance coverage in the amount of at least One Hundred Thousand Dollars ($100,000.00) for all employees covered by this Agreement.

Section 2. Eligibility. Full-time and/or permanent employees working at least thirty (30) hours per week. Coverage to begin on the first day of subsequent month following initial ninety (90) days of employment. At age 70, insurance coverage in effect will decrease to fifty (50%) percent of term life afforded in group contract as conditioned by insurer's contract.

Section 3. An employee shall be provided the opportunity to maintain any life insurance policy in effect at the time of their retirement from service pursuant to the relevant provisions of the R.I. General Laws, at Chapter 21 of Title 45, Section 57.

ARTICLE XX

TEMPORARY DISABILITY INSURANCE WORKERS COMPENSATION

All employees covered by this Agreement shall be enrolled, at the employee's total expense, in the Rhode Island Temporary Disability Program under conditions specifically provided by the state statute, R.I.G.L. 28-39-3, 3.1,3.2, and 3.3.

Section 1. The Town agrees to be bound by the provisions of the Worker's Compensation Act, Section 28-30-1 et. seq. of the General Laws of the State of Rhode Island, as amended.

Section 2. It is agreed by the employees that notification will be given to the Town of an alleged injury said to have been sustained by any employee arising out of and in the course of their employment. Said notification shall be given to the officer in charge at the time of the injury. In no case should this exceed 24 hours.

a) Whenever an employee shall be absent from his/her duties and receiving compensation as provided in the Workers' Compensation Law, he/she shall be granted sick leave in accordance with the rules applicable thereto, in an amount not to exceed his/her regular compensation. Deductions from accumulated credits shall be applied only to that part of his/her salary which is paid as an addition to worker compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. When such absence shall not be covered by sick leave, it shall be deemed to be leave without pay.

The Town shall provide Workers' Compensation coverage for those employees covered under the act and shall receive compensation only under the provisions of statute, which does not include usage of sick leave or annual leave.

ARTICLE XXI

HOURS OF WORK

Section 1. The regular work schedule for Police Dispatchers shall consist of four (4) consecutive days of work followed by two (2) days off. The regular workdays shall be as follows:

1st shift	7:00 AM	to	3:00 PM	
2nd shift	3:00 PM	to	11:00 PM	
3rd shift	11:00 PM	to	7:00 AM	
Split Shift	3:00 PM	to	11:00 PM	First and Second Day

The Town will hire a part-time dispatcher at a rate of pay of their own choosing to cover the two vacant (regularly scheduled) shifts. This part-time Dispatcher will not be a member of the Union.

Section 2. Shift Bids. The parties agree that a shift bidding process, based on each dispatcher's seniority by virtue of their date of hire, shall be used on a semi-annual basis to select their choice of shifts for a period of 26 weeks. The posting of shift bids shall take place one month prior to the scheduled shift changes (if any). Shift changes shall take place on January 15th and July 15th annually. It is further understood by the Parties to this agreement that any changes shall be accomplished without the Town incurring overtime expenses.

Section 3. Overtime Pay. Employees covered by this Agreement shall receive overtime pay at the rate of one hundred fifty percent (150%) their regular rate of pay for all hours worked in excess of their regular workweek as provided in Section 1 above.

Section 4. Overtime shall be offered to employees eligible for overtime on the basis of their seniority in their classification. An employee offered overtime will be excused at his/her request, provided authorized personnel are available and willing to meet the need; and any employee so excused shall not be offered overtime work again, until his/her name comes up again in the seniority rotation. In the event that an insufficient number of employees within the classification voluntarily accept the assignment, the Chief of Police, or his designee, may direct and require employees within the classification to perform the work. Such required overtime assignments shall be made in the reverse order of seniority. A record of overtime work will be furnished to the Union at its request.

All dispatcher overtime shall be offered in the following manner:

1. Local Union #808 members

2. Part-Time Dispatcher

3. Reserve Dispatcher

   (a) Posted Overtime. If management determines overtime is necessary and is notified of the need for overtime in advance of twenty-four (24) hours in advance, the Town shall post said overtime need. The shift shall be awarded in accordance with seniority on a non-rotating basis.

Section 5. Call Back. There shall be a guarantee of four (4) hours call-back pay for any employee called back to work to cover for another employee.

Section 6. Call-In. Normal overtime provision shall apply when a call-in is an extension of the employee's scheduled duty day.

Section 7. The Town shall allow members covered by this Collective Bargaining Agreement to swap shifts on a temporary basis with advance notification to the Chief of Police in a statement acknowledging the shift swap signed by both members and must be approved by the Chief of Police or his/her designee. Said swap shall not result in the accruing of overtime. At no time will a dispatcher be forced to work more than sixteen (16) hours consecutive without a period of at least eight (8) hours off. Also, if the dispatcher has been forced to stay for two consecutive sixteen (16) hour shifts, the said dispatcher will be exempt from the forced overtime on the third day, and another dispatcher will be ordered.

Section 8. Compensatory Time -The Chief of Police may, at his discretion, and upon the employee's written request, authorize Comp. time (on a case by case basis) instead of overtime. Said approval of the Chief shall not be unreasonably withheld. Any overtime hours taken as Comp. time shall be commensurate with the overtime rate. Comp Time may not exceed 16 hours, must be taken within sixty (60) calendar days of being earned, and offers no value at time of departure from employment of the Town.

ARTICLE XXII

WAGES

Step	Effective	7/1/2018
1	Hire	$ 38,529.34
2	6 months - 3 years	$ 40,557.20
3	3 years - 5 years	$ 42,691.79
4	5 years - 10 years	$ 44,938.73
5	10+ years	$ 47,303.93

Step	Effective	7/1/2019
1	Hire	$ 39,886.85
2	6 months - 3 years	$ 41,986.16
3	3 years - 5 years	$ 44,195.96
4	5 years - 10 years	$ 46,522.06
5	10+ years	$ 48,970.59

Step	Effective	7/1/2020
1	Hire	$ 41,244.36
2	6 months - 3 years	$ 43,415.12
3	3 years - 5 years	$ 45,700.13
4	5 years - 10 years	$ 48,105.40
5	10+ years	$ 50,637.26

Section 1. If the Fire/Rescue and Ambulance services terminate dispatching service from the Town, the annual total salary of the employees shall be reduced by the amount of the contribution previously paid by those services.

Section 2. New appointees shall ordinarily be compensated at step 1 of the pay schedule. The Police Chief with the approval of the Town Administrator, may approve appointments at a higher step if he believes the circumstances at the time so warrants.

Section 3. All full-time members of the bargaining unit shall be paid on a bi-weekly payroll.

Section 4. Any employee of the bargaining unit may request to take compensatory time in lieu of overtime due them, at the discretion of the Police Chief. Compensatory time must be taken within sixty (60) ~~thirty (30)~~ calendar days after it is earned.

Section 5 . Longevity — As of July 1 of each year of this Agreement, the number of years of service will be determined by the number of years the employee will have served by June 30 of the following year, based on each employee's date of hire. In addition to the annual pay scale, the following will apply for employees who will have achieved a minimum of five (5) years of service by June 30 of each year of this Agreement:

(a) (1/2)% of the employee's base salary, for every year of service, is to be added to the employee's pay.

(b) This amount is to be calculated into the employee's hourly wage and paid accordingly in each paycheck.

(c) The amount of this longevity payment will in no event exceed 10% per year of the employee's base salary.

(d) Effective July 1, 2008, employees with 18 years credited service shall receive annual longevity payments equal to 10% of employee's base salary.

Section 6. New Employee Longevity — For all new hires as of July 1, 2009, the number of years of service will be determined by the number of years the employee will have served by June 30 of the following year, based on each employee's date of hire. In addition to the annual pay scale, the following will apply for those new employees, as of July 1. 2009. who will have achieved a minimum of five (5) years of service by June30 of each year of this Agreement:

(a) After completion of 5 years - 2.5%. amount then fixed:

(b) After completion of 10 years — 5%, amount then fixed;

(c) After completion of 15 years — 7.5%. amount then fixed:

(d) After completion of 20 years — 9%, amount then fixed.

(e) This amount is to be calculated into the employee's hourly wage and paid accordingly in each paycheck.

(f) The amount of this longevity payment will in no event exceed 9% per year of the employee's base salary.

Section 7. As amended and effective July 1, 2005, stipends from the Charlestown Ambulance and Rescue, and Charlestown Fire Department are included in the base pay of the Dispatchers. The wage charts in this Agreement also include the stipends in the Dispatchers base pay.

Section 8 . Dispatch Coordinator. The Police Chief, with the advice and consent of the Town Administrator, may appoint an employee of the Union as Dispatch Coordinator. The qualifications for appointment shall include, but not be limited to consideration for job related training and experience, command staff working relationship and recommendation, and positive performance evaluations. The appointment shall be for a one year term from July 1 until June 30 the following year, unless otherwise amended or modified by the Chief of Police. In addition to performing all standard dispatching functions, the Dispatch Coordinator shall work cooperatively with the Chief of Police and members of the command staff to develop and execute a formal dispatcher training program for all new and current dispatchers. In addition, they shall continually assess and evaluate the efficient and effective operations of the communications function of the department, and make recommendations to the Chief, as may be necessary to improve operations and performance. A stipend of one thousand dollars ($1,000.00) shall be provided to an employee appointed to and actively serving the one year term of appointment.

ARTICLE XXIII
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Town of Charlestown, Rhode Island and the Union and their respective successors and assigns. Should any party to this agreement transfer their interest, then said transfer shall include all rights and obligations contained herein, specifically including the union security provision. No provision herein contained shall be nullified or effective in any manner as result of any change in the Town of Charlestown, Charlestown, Rhode Island.

Subcontracting. The Town shall have the right to enter into subcontracts for the performance of work, where the work is of a type which has never been performed by bargaining unit employees covered by this Agreement, or of a type that has previously been subcontracted, or where the subcontractor selected by the Town subscribes and agrees to be bound by the same economic conditions and union security provisions contained in this Agreement and shall afford every then existing employee who is affected by the sub contracting, the right of employment to perform said work.

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, Rhode Island General Law(s) and/or Federal Law(s), then that Article, Section or Clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections and Clauses shall remain in full force and effect.

ARTICLE XXIV

MISCELLANEOUS

Section 1. The Town shall provide each dispatcher each fiscal year, a uniform purchase allowance of five hundred ($500.00) payable on the first pay period of July of each year. Dispatchers shall be responsible for maintaining uniforms in a clean, serviceable and neat uniform appearance. The department shall provide uniform cleaning at its expense. A one-time clothing stipend of One Hundred Fifty Dollars ($150.00) shall be paid to the employee by the Town on July 1, 2018 or as soon thereafter as practicable.

Section 2. Representatives. The Union shall furnish in writing to the Town the name of the steward, president and business manager of Local Union #808 and shall as soon as possible, notify the Chief of Police and the Town Administrator in writing, of any change thereto. The Union may be represented by representatives of the Rhode Island Laborers' District Council and/or Counsel.

Section 3. Military Leave. Any employee who is a member of the National Guard or Armed Forces and must attend a two-week camp will be paid his regular salary less whatever he receives in military salary. This will not count as vacation. Any employee who is called into military services or ordered into active reserve status from involuntary service, shall be credited with accumulated continuous employment service for the purpose of seniority as long as said employee returns to work within 30 calendar days after release from military service.

Section 4. Outside employment. Full-time employment with the Town of Charlestown is considered to be an employee's primary employment. Town employees are permitted to engage in outside employment or business activities as long as such employment or activities do not conflict with or adversely affect the full pursuit of their duties, responsibilities and obligations as Town employees.

Section 5. It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing the job.

Section 6. An educational benefit will be made available to all members of the bargaining unit in accordance with the following:

(a) Tuition reimbursement shall be funded by the Town in an amount not to exceed $1,600 for the bargaining unit per fiscal year. Any funds unused shall not be carried over from one fiscal year to another.

(b) Employees shall be allowed to attend courses during and after the employee's normal working hours subject to the needs of the Department and in the Chiefs discretion. If the employee is mandated to attend the course outside of their normal workday, he/she shall be entitled to overtime.

(c) Any course or seminar taken shall only be reimbursed upon successful completion if the employee's attendance at the course or seminar is approved in advance by the Chief.

(d) All newly hired dispatchers shall attend a power phone or similar training during their probationary period. All dispatchers shall attend a power phone or similar training course every two years thereafter. Training courses must be approved by the Chief of Police.

Section 7. The Town agrees to provide transportation to and from any school or seminar for any employee who is required or ordered to attend (by the Department) or with the Chief's approval, the Town shall afford the mileage rate consistent with the federal IRS government regulations.

Section 8. The Chief of Police shall call for two (2) non-compensated staff meetings per year for the purpose of discussing internal department planning and procedures. This provision shall be mandatory on the part of all members involved.

Section 9. The Town of Charlestown agrees to insure all Dispatchers sued in any civil proceeding as the result of actions performed by said employee in the performance of his duty and within the scope of his/her employment as an employee of the Charlestown Police Department.

To the extent the claim is not covered by insurance, the Town of Charlestown agrees to provide a legal defense and pay any judgment rendered against such employee, except there shall be no liability on the part of the Town in cases where the liability to the employee arises out of the employee's knowingly wrongful or illegal acts.

At no time will a dispatcher be forced to work more than sixteen (16) hours consecutive without a period of at least eight (8) hours off.

Also, if the dispatcher has been forced to stay for two consecutive sixteen (16) hour shifts, the said dispatcher will be exempt from the forced overtime on the third day, and another dispatcher will be ordered back.

ARTICLE XXV

SEVERABILITY

If any provisions of the Agreement, or application thereof to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of this contract and the application of such provisions to other persons or circumstances other than those to which it is held invalid, shall not be affected thereby. The parties agree that they will meet promptly following any such holding of invalidity in order to negotiate a lawful substitute provision.

ARTICLE XXVI

DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective July 1, 2018 and shall continue in full force and effect through June 30, 2021 and from year to year thereafter unless either party, at least one hundred twenty (120) days prior to the Financial Town Meeting gives notice in writing to the other party of its intention to terminate this Agreement, in which event this agreement shall terminate at the end of the contract year in which said notice is given. In the event that later than sixty (60) days prior to the termination of the agreement.

Section 2. The provisions of the preceding section shall not prevent the parties, by written agreement, from extending any portion of this agreement (after the one hundred twenty (120) day notice has been given) for any agreed upon period beyond its expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ~~____ day of October,~~ 2018.

AUG 14 2018 TOWN COUNCIL VOTE

ON BEHALF OF THE TOWN OF CHARLESTOWN:

Virginia Lee
Town Council President
(Duly Authorized By Town Council)

Witness

ON BEHALF OF THE UNION:

RHODE ISLAND LABORERS' DISTRICT COUNCIL ON BEHALF OF LOCAL UNION #808 OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

Michael Sabitoni
Business Manager

Witness

RHODE ISLAND JUDICIAL, PROFESSIONAL And TECHNICAL EMPLOYEES' LOCAL UNION 808

Karen Hazard
Business Manager

Witness

EXHIBIT A

SUMMARY OF MEDICAL BENEFITS				
Deductible/Maximum Out-of-Pocket Expense/Plan Lifetime Maximum		**Type of Contract**	**Network Provider**	**Non-Network Provider**
Deductible per calendar year		Single	None	$200
		Family	None	$200 per member per calendar year. $600 per family per calendar year.
Maxiumum Out-of Pocket Expense per calendar year (deductible and office visit copayments do not apply)		Single	None	$3,000
		Family	None	$6,350 per member per calendar year. $12,700 per family per calendar year maximum out-of-pocket expense.
Plan Lifetime Maximum		Per Member	Unlimited	Unlimited
		Level of Coverage		
Service	**Section**	**Benefit Limit**	**Network Provider**	**Non-Network Provider**
Ambulance	3.1			
* Ground	3.1		80% coverage	80% coverage ** Deductible does not apply
* Air/water	3.1	Up to the maximum benefit of $3,000 per occurrence	80% coverage	80% coverage ** Deductible does not apply

Co-Pays

Primary Office Visit	$15.00
Specialist Office Visit	$25.00
Urgi-Center Visit	$50.00
Emergency Room Visit	$100.00
Prescriptions	$7/$25/$40/$40