

**Agreement Between
The Town of Foster, Rhode Island
And
The International Association
of
Fire Fighters
Local #3422**

July 1, 2015 thru June 30, 2018

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CONTRACT

Pursuant to the provisions of Title 28, Chapter 9.01 of the General Laws of Rhode Island, 1956, as amended, entitled "Fire Fighters' Arbitration", this contract is made and entered into this 1st day of July, 2015, by and between the TOWN OF FOSTER and LOCAL 3422, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

ARTICLE I

RECOGNITION

The Town of Foster recognizes Local 3422, International Association of Fire Fighters, AFL-CIO, as the sole and exclusive bargaining agent for all uniformed employees of the Foster Emergency Services for the purpose of collective bargaining relative to wages, salaries, pension, hours, and working conditions. The rights of the Town of Foster and employees shall be observed for the orderly settlement of all questions.

ARTICLE II

UNION SECURITY - DUES

The Town of Foster agrees not to discharge or discriminate in any way against employees for union membership or activities. It is agreed by the parties that all full time dispatchers for the Town of Foster after the effective date of this contract shall become members of the Union and continue their membership throughout the life of this contract. It is understood that this clause in no way is to be interpreted as a waiver of any state, federal or city law.

The Town of Foster shall deduct union dues in accordance with the following authorization and forward to the Treasurer of the union such amounts as deducted:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

TO: TOWN OF FOSTER

DATE: _____

I hereby authorize my employer to deduct from each weekly payroll my union dues until further notice.

Signature of Employee

Department

ARTICLE III

NON-DISCRIMINATION

The Town and the union agree not to discriminate in any way against employees covered by this contract on the basis of race, religion, creed, sex, age, physical handicap, country of ancestral origin, marital status, or political affiliation. All references to employees in this contract designate both sexes; and whenever the female gender is used, it shall be construed to include male and female employees.

ARTICLE IV

MANAGEMENT RIGHTS

The Town of Foster shall retain the right to issue rules and regulations governing the internal conduct of the Foster Emergency Services as provided by law except as modified by the terms of this contract and the duly established past practices of the parties.

ARTICLE V

PREVAILING RIGHTS

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent.

ARTICLE VI

SENIORITY

Seniority of employees shall be computed from the date of original appointment. Accurate and up-to-date seniority lists shall be posted.

(a) PROBATION

All employees shall serve a one (1) year probationary period during which time said employee is subject to dismissal at the sole discretion of the employer. At the end of the probationary period, and at least bimonthly during this period, each employee shall be reviewed by the Chief of Police and a member of the Town Council.

Each evaluation shall be discussed with the employee and a copy of said report shall be forwarded to the Council. At the end of the probationary period, the Council shall act so as to establish permanent employment should the employee's performance so warrant.

(b) RE-EMPLOYMENT

Any member who terminates his or her employment and is re-employed by the Town under an employment agreement shall in any event be placed on the bottom of the seniority list. He or She shall be considered one day junior to the bottom person on the seniority list for reasons of shift preference or vacancies and vacation time.

(c) SHIFT CHANGE

Any member covered by this agreement that desires a shift change and has more seniority than the person holding the position may use their seniority to "bump" the person with less seniority. The member who elects to change shifts through the bump system agrees that he or she does so for a minimum period of six (6) months.

ARTICLE VII

LAYOFF

- (a) In the event that the Town at any time during the term hereof lays off employees covered by this agreement, the same shall be done, if not forbidden by law, on the basis of strict seniority; that is, the last employee hired in the bargaining unit (including probationary employees) shall be the first to be laid off and so on until the number required to be laid off has been met.
- (b) No layoffs shall take place without the Town having first discussed the same with the union with a view toward minimizing the number of employees to be laid off or toward taking such action as may be possible to avoid the layoff of any employee provided however, that the Town's obligation under this paragraph shall be limited to notification and discussion and that its final decision shall not be subject to the grievance procedure or other appeal.
- (c) Employees shall be called back from layoff by seniority; the employee with the highest seniority being the first to be called back.

ARTICLE VIII

VACANCIES

As far as possible, the Town shall make every effort to plan for filling permanent vacancies as is now or may be covered by ordinance and department orders.

ARTICLE IX

MANDATORY SHIFT COVERAGE

- (a) In the event a shift becomes vacant for reasons other than holiday time, the replacement overtime shall first be offered to the members covered by this collective bargaining agreement. If all members are unable to work, the overtime work will next be offered to part time dispatchers and finally to other qualified police personnel. If still not filled, members of this collective bargaining unit will be ordered to cover the vacancy starting with the order of least seniority.
- (b) Effective July 1, 2004 all overtime for requested holiday time off shall first be offered to part time personnel. For the purpose of this article, personal days are not to be considered.

ARTICLE X

DUTIES

1. Monitor police, fire and rescue base stations.
2. Receive all calls pertaining to police, fire, rescue and animal control complaints and messages.
3. Perform all routine clerical duties, i.e. filing, processing traffic summonses, and statistical record keeping.
4. Perform administrative clerical duties as assigned by the Chief of Police and perform clerical duties as assigned by the prosecution officer.
5. Maintain all logs for police, fire, and rescue.
6. Dispatch police units, fire apparatus and rescue units as necessary.

7. Monitor and operate the NCIC informational terminal and assist patrol units by retrieving necessary license, registration and criminal history data.
8. Enter, delete, and maintain logs for all data information in the NCIC RILETS Criminal Systems.
9. Maintain all office supplies, inventory forms.
10. Prepare Uniform Crime Reporting statistics as required by NCIC and F.B.I.
11. Perform matron duties as directed by the officer in charge and assist in the transporting of arrestees to court or other facilities.
12. Prepare a monthly activity report for the police department.

ARTICLE XI

HOURS OF WORK

- (a) The work schedule for full time dispatchers shall consist of eight (8) hour shifts. The 8:00 AM to 4:00 PM shift to consist of five (5) consecutive days Monday through Friday. The remaining shifts to consist of four (4) days on followed by two (2) days off on a rotating basis.
- (b) The weekly salary for full time dispatchers shall be paid on the following basis: Forty (40) hours for the 8:00 AM to 4:00 PM Monday through Friday shift, which represents a five (5) day work week.
Thirty seven and one half (37.5) hours for the remaining shifts which represent the average hours worked on a six (6) week cycle utilizing a four (4) day on two (2) day off work schedule.
- (c) Shift Assignments will be as follows:

8:00 A.M.	-	4:00 P.M. Monday through Friday
4:00 P.M.	-	12:00 Midnight
12:00 Midnight	-	8:00 A.M.
The "swing shift"		which consists of two (2) shifts @ 12:00 A.M. to 8:00 A.M. and two (2) shifts @ 4:00 P.M. to 12:00 A.M.
- (d) SUBSTITUTIONS
The right to substitute may be permitted provided, however, that permission to substitute a full shift must be obtained from the Chief of Police by the filing of a "Request for Time Off" form. Substitutions on changing shift may be granted by the Chief of Police and shall not be unreasonably denied.
- (e) All dispatchers shall be allowed to take a ten (10) minute break, whenever practicability allows, for every four (4) hours of their work assignment during regular work or working on an overtime work assignment. During the break period the on-duty dispatcher shall remain on the grounds of the police station. The practicability will be determined by the Chief of Police.
- (f) Any members who works the "swing shift" as a permanent schedule shall receive an additional fifty (.50) cents per hour for all regular scheduled hours worked on a "swing shift."

ARTICLE XII

OVERTIME

- (a) Members covered by this agreement who work any unscheduled shift other than a mutually arranged and granted substitution shift as defined in Article XI, Section (c) shall be paid for said shift at the rate of time and one-half (1.5) the normal hourly rate.
- (b) Members covered by this agreement who are required to work fifteen (15) minutes or more beyond their regular shift shall be paid at the rate of time and one-half (1.5) for all time worked beyond the regular shift.
- (c) Any member called back to duty shall be compensated time and one-half (1.5) for a minimum of four (4) hours.
- (d) In the event of a request from a relieving dispatcher for a late report, not to exceed two (2) hours, or an early relief from duty not to exceed two (2) hours, the person already on duty, or the relieving dispatcher, including those not covered by this Agreement, shall have the option to stay over or report early to cover the time requested provided that the time requested does not exceed two (2) hours in which event those members covered by this Agreement on day off shall first be offered the overtime hours.
- (e) Any and all overtime, with the exception of Section (d) of this Article, and Section (b) of Article IX, shall first be offered to full time off duty dispatchers covered by this agreement who are on a regular day off with priority to the member having accrued the least amount of overtime hours for the calendar year.
- (f) No member covered by this agreement shall work more than twelve (12) consecutive hours within a twenty-four (24) hour period except in an emergency or unusual circumstance as determined by and with the express permission of the Chief of Police.
- (g) COURT DATE
All members when required to appear in court for any department related reason shall be compensated for at least four (4) hours pay at the rate of time and one-half (1.5). However, there will be no compensation when said member is a named defendant in the action or an alleged negligent party.
- (h) TRAINING DIFFERENTIAL
Effective July 1, 2006, all members covered by this agreement shall be paid two dollars and fifty cents (\$2.50) per hour in addition to the regular hourly rate of pay for any number of hours that the employee is responsible for training new hires for either full or part time dispatch positions.

ARTICLE XIII

HOLIDAYS

All members covered by this agreement shall be compensated for the holidays listed below, over and above the regular day's pay at the rate of eight (8) hours of the regular hourly rate of pay. The member may have the option of accumulating holidays in lieu of compensation for time off to be used during the same fiscal year.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
V.J. Day	2nd Monday in August
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th
3 Personal Days	When Needed

Effective July 1, 2016

Christmas Eve- 1/2 day

December 24th

Effective July 1, 2017

New Year's Eve-1/2 day

December 31st

ARTICLE XIV

SALARY SCHEDULE

Salaries shall be paid on a weekly basis with the week beginning on Sunday and ending on Saturday and shall be computed at thirty seven and one half (37.5) hours or forty (40) hours depending on the work schedule.

Commencing on January 1, 2016 the hourly salary rate for all members covered by this agreement shall be as follows:

Zero (0) to one year	\$14.60
One (1) to five (5) years	\$16.10
Five (5) years to ten (10) years	\$20.00
Ten (10) + years	\$21.90

Commencing on January 1, 2017 the hourly salary rate for all members covered by this agreement shall be as follows:

Zero (0) to one year	\$15.70
One (1) to five (5) years	\$16.60
Five (5) years to ten (10) years	\$20.60
Ten (10) + years	\$22.50

Commencing on January 1, 2018 the hourly salary rate for all members covered by this agreement shall be as follows:

Zero (0) to one year	\$16.30
One (1) to five (5) years	\$17.20
Five (5) years to ten (10) years	\$21.20
Ten (10) years +	\$23.10

ARTICLE XV

LONGEVITY PAY

- (a) Commencing on July 1, 2013 all eligible members covered by this agreement shall receive longevity pay according to the following schedule.

4.5% of base salary after five (5) years of service
5.5% of base salary after ten (10) years of service
6.5% of base salary after fifteen (15) years of service
7.5% of base salary after twenty (20) years of service

Commencing on July 1, 2014 all eligible members covered by this agreement shall receive longevity pay according to the following schedule.

5% of base salary after five (5) years of service
6% of base salary after ten (10) years of service
7% of base salary after fifteen (15) years of service
8% of base salary after twenty (20) years of service
9% of base salary after twenty five (25) years of service *effective 6/30/15

Longevity pay shall be computed as a percentage of base yearly salary using the hourly rate multiplied by thirty seven and one half (37.5) or forty (40) hours, depending on the schedule, multiplied by fifty two (52) weeks. Longevity will be payable on a weekly basis incorporated into the weekly pay schedule.

**Effective July 1, 2015 Longevity Pay Schedule will be retired from contract.
See Attached Memorandum of Agreement signed 4/13/15.**

ARTICLE XVI

PENSION PLAN

Each member covered by this agreement shall be eligible for membership in the Rhode Island State Municipal Retirement System and will receive the benefits of and follow guidelines of that system.

ARTICLE XVII

SICK LEAVE

- (a) Each member covered by this agreement shall receive sixteen (16) sick days per contract year. Said days shall be posted on July 1 each year. At the end of the fiscal year, the member may receive compensation for unused sick days to a maximum of ten (10) days. Said compensation shall be paid to the employee on June 30th of each year or the next pay day thereafter. One day's compensation is equal to eight (8) hours at the regular hourly rate of pay. The member may accumulate up to six (6) days per year to a maximum accumulation of seventy (70) days, payable at the rate of fifty (50%) percent upon retirement, death, or termination. Five (5) days of the yearly allotment of sick days may be used by the employee for attendance upon family members of the immediate household. Any employee with unused sick time on the books at the time of termination, voluntary or involuntary, retirement or death, the employee, spouse, or minor child of employee, shall receive the banked time payable at fifty (50%) percent compensation for all accumulated time.
- (b) Any member may have the option to use up to five (5) days of their accumulated sick time towards contributing to another member of this contract if said member has exhausted all of his/her sick leave accrual.

ARTICLE XVIII

BEREAVEMENT LEAVE

Members covered by this agreement may be absent for three (3) working days without loss of pay in the event of the death of a parent, spouse, child, stepchild, grandparent, mother or father of spouse, son-in-law, daughter-in-law, grandchild, regardless of where the deceased resided.

ARTICLE XIX

VACATIONS

- (a) All members covered by this agreement shall be entitled to vacation according to the following schedule.

1 to 2 years of service	5 days
2 to 5 years of service	10 days
5 to 10 years of service	15 days
10 years and over	20 days
20 years and over	25 days

Available vacation time shall be posted on the employee's anniversary date of employment and shall be used before the employee's next anniversary date. Any unused vacation on the books at the end of one year from the date posted with exception to section (b) of this article, shall be paid in full to the member with accrued days. Members shall have the option of receiving pay in lieu of time off. One day of compensation is equal to eight (8) hours of the regular hourly rate of pay.

- (b) Any employee with three (3) or more years of service may carry over no more than ten (10) days of vacation per year to their next anniversary year.
- (c) Any employee with unused vacation time on the books at the time of termination, voluntary or involuntary, retirement or death, the employee or spouse and/or minor child shall receive 100% compensation for all accumulated time.

ARTICLE XX

HEALTH INSURANCE

- (a) All members covered by this agreement shall be entitled to receive full family coverage, semi-private plan under Blue Cross of Rhode Island if married or legally responsible for dependents and shall be entitled to full family coverage under Blue Cross/Blue Shield, "100" Plan (Classic Blue), a Major Medical Fifty (\$50.00) Dollar deductible Plan, or - Blue Cross/Blue Shield Health Mate with Scrip Plan and Vision Care Rider. All single members of the department without dependents shall be entitled to comparable coverage as an individual.
- (b) Employees shall have the option of Health Mate.
- (c) All members shall receive Delta Dental Level III Family Plan.
- (d) Upon presentation of proof of coverage any member may opt to waiver medical coverage for the sum of \$5,000.00 per year, payable directly to the member.
Effective July1, 2015 all new hires will receive \$4,000.00 per year payable directly to the member.
- (e) It is agreed that the Town of Foster will allow members retiring after July 2007 with twenty years or more of service to remain enrolled in the employee's group health plan and that the Town will contribute 40% toward individual health care for a maximum of seven (7) years after the retirement date.

(f) Commencing July 1, 2015 through June 30, 2018

Members enrolled in a Family plan shall pay seven hundred and eighty dollars (\$780.00) plus one (1%) percent of a members' yearly salary, longevity pay (if applicable) and holiday pay, divided by fifty two (52) weeks and rounded up to the next highest dollar per week (see below).

Members enrolled in an Individual plan shall pay five hundred twenty dollars (\$520.00) plus one (1%) percent of a members' yearly salary, longevity pay (if applicable) and holiday pay divided by fifty two (52) weeks rounded up to the next highest dollar per week. (see below)

July 1, 2015 - December 31, 2015

	Family	Individual
0-1 yr.	\$21.00 per week	\$16.00 per week
1- 5 yrs.	\$21.00 per week	\$16.00 per week
5 -10 yrs.	\$23.00 per week	\$18.00 per week
10 yrs. (37.5 hrs.)	\$23.00 per week	\$18.00 per week
10 yrs. (40 hrs.)	\$24.00 per week	\$19.00 per week

January 1, 2016 - December 31, 2016

	Family	Individual
0-1 yr.	\$21.00 per week	\$16.00 per week
1-5 yrs.	\$22.00 per week	\$17.00 per week
5-10 yrs.	\$23.00 per week	\$18.00 per week
10 yrs. (37.5 hrs.)	\$24.00 per week	\$19.00 per week
10 yrs. (40 hrs.)	\$25.00 per week	\$20.00 per week

January 1, 2017 - December 31, 2017

	Family	Individual
0-1 yr.	\$22.00 per week	\$17.00 per week
1-5 yrs.	\$22.00 per week	\$17.00 per week
5-10 yrs.	\$24.00 per week	\$19.00 per week
10 yrs. (37.5 hrs.)	\$24.00 per week	\$19.00 per week
10 yrs. (40 hrs.)	\$25.00 per week	\$20.00 per week

January 1, 2018 - June 30, 2018

	Family	Individual
0-1 yr.	\$22.00 per week	\$17.00 per week
1-5 yrs.	\$22.00 per week	\$17.00 per week
5-10 yrs.	\$24.00 per week	\$19.00 per week
10 yrs. (37.5 hrs.)	\$25.00 per week	\$20.00 per week
10 yrs. (40 hrs.)	\$25.00 per week	\$20.00 per week

(g) During the term of this Agreement, the Town may provide alternate medical insurance coverage that is equivalent or better to all aspects, the total benefits, total service, total utilization feature, total portability, etc. of the present Blue Cross/Blue Shield Health Mate Coast to Coast Plan. Prior to any attempted change by the Town from the above cited identified plan, the Town shall meet with the Union and demonstrate that the alternate insurance medical coverage meet all the criteria listed herein. Any dispute between the parties over the alternate medical coverage change may be grieved, and if necessary, be arbitrated as provided for in the Collective Bargaining Agreement in Article XX & Article XXIII prior to change in medical insurance coverage affecting any of the members covered by this Agreement.

- (h) Any member with a hire date of July 1, 2015 or later will pay the highest amount paid for either a family or individual plan in effect based on the type of plan needed.

ARTICLE XXI

LIFE INSURANCE

The town shall be responsible for providing life insurance in the amount of Twenty Thousand (\$20,000) dollars for all members.

ARTICLE XXII

CLOTHING

Commencing on July1, 2015 all members covered by this agreement shall be compensated four hundred (\$400.00) Dollars per year for clothing allowance and Seventy-five (\$75.00) Dollars per year for clothing maintenance allowance with the total to equal four hundred and seventy-five Dollars (\$475.00). Said payments shall be on the first (1st) day of the contract year.

The above cited sum shall be returned to the Town by any member who fails to complete their employment in that upcoming contract. The amount returned to the Town will be based on \$33.33 for any month not worked.

ARTICLE XXIII

GRIEVANCE PROCEDURE

For the purpose of resolving alleged grievances of members of the Foster Emergency Services the following grievance procedure is accepted by both parties.

- (a) A grievance shall be considered when a member feels he/she has been grieved by a violation of the collective bargaining agreement or a violation of the duly established past practices of the parties.
- (b) Once a grievance has been filed and funneled through the Union Board, it shall be submitted to the Chief of Police within fifteen (15) business days following the event. The Chief of Police shall conduct a meeting to discuss the grievance within fifteen (15) days of receipt. He shall render his decision within fifteen (15) days of the meeting. If the grievance is settled as a result of the meeting, the settlement shall be reduced in writing and signed by the Chief of Police and the grievant.

If no settlement is reached within the said fifteen (15) days the grievance shall proceed to The Town Council and the grievant shall meet within twenty (20) business days at a time and location mutually agreeable. If either party feels it is necessary, the individual(s) involved in the grievance shall be ordered to appear at the meeting for the purpose of testifying on the grievance.

If agreement cannot be reached within seven (7) business days via the foregoing procedure, the grievance may be referred to arbitration by either parties giving to the other written notice thereof. The parties shall endeavor to select an impartial arbitrator by mutual agreement; but in the absence of such agreement within seven (7) business days after receipt of such notice, the matter shall be referred to the American Arbitration Association for selection of an arbitrator and arbitration proceedings in accordance with its Voluntary Labor Arbitration Rules. The fees and expenses of the impartial arbitrator shall be borne equally by both parties.

ARTICLE XXIV

TIME OFF FOR UNION BUSINESS

The Town agrees to replace without loss of pay or the requirement to make up such time when the President of Local 3422 attends any of the following Union functions during hours which she would normally be scheduled to work.

- (a) Formal contract negotiations with the Town of Foster
- (b) Grievance meetings with the Town of Foster
- (c) Arbitration hearings with the Town of Foster
- (d) Meetings called by the Town of Foster pertaining to matters directly concerning Local 3422.

ARTICLE XXV

LIABILITY

In the event that any employee covered by this contract is sued in any civil proceeding as a result of action performed by said employee while on duty and in the scope of his/her employment as a dispatcher with the Town of Foster, the Town agrees to pay any judgment rendered against such employee in any such proceeding providing it is found that the employee adhered to standard operating procedures.

ARTICLE XXVI

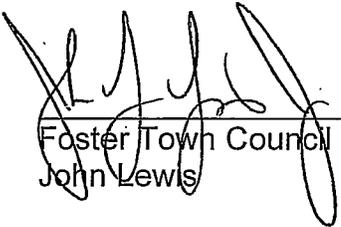
DURATION OF AGREEMENT

This agreement shall be in effect for a period of three years commencing on July 1, 2015 and ending on June 30, 2018

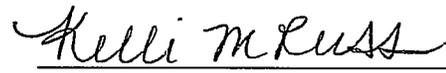
TOWN OF FOSTER/IAFF LOCAL 3422

In witness whereof, the said Town of Foster has caused this instrument to be executed and its corporate seal to be affixed by the President of the Honorable Town Council, John Lewis, in his capacity as thereon duly authorized by the Town Council of the Town of Foster, this day of July 1, 2015 and Local 3422, International Association of Fire Fighters, AFL-CIO, has caused this instrument to be signed by its duly authorized agent, Jo-Ann Law.

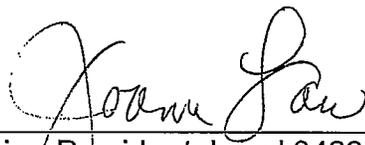
Town of Foster Date Signed: 7/21/2015



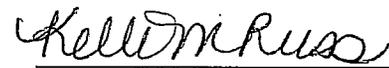
Foster Town Council President
John Lewis



Witness



Union President, Local 3422
Jo-Ann Law



Witness

MEMORANDUM OF AGREEMENT

This is a memorandum of agreement between the Town of Foster, RI, and Foster Emergency Services Local #3422 of the International Association of Firefighters, A.F. L.-C.I.O.

The above cited parties agree to the following terms and conditions:

1. The present longevity schedule Article XV shall be removed from the present collective bargaining agreement on June 30, 2015.
2. The monetary value of the present longevity schedule shall be increased one (1%) percent and those amounts shall be incorporated into the salary schedule as listed in Article XIV where applicable.

Effective June 30, 2015 of the present collective bargaining agreement as listed below:

Zero (0) to one (1) year	\$14.00
One (1) to five (5) years	\$15.50
Five (5) years to ten (10) years	\$19.40
Ten (10) + years	\$21.30

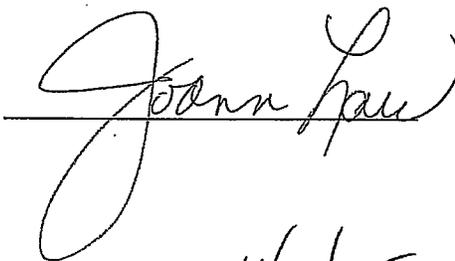
3. The above cited modified wage structure shall be the starting point of salary issue in the upcoming contract negotiations between the parties.

For the Town



Witness

For the Union



4/13/15

Date signed by all parties