AGREEMENT

BETWEEN THE TOWN OF GLOCESTER

AND THE

RHODE ISLAND LABORERS' DISTRICT COUNCIL

AND LOCAL UNION 1322

OF THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

ON BEHALF OF THE

TOWN OF GLOCESTER CLERKS

EFFECTIVE: JULY 1, 2013 THROUGH JUNE 30, 2016

TABLE OF CONTENTS

			PAGE
		PRINCIPLES	1
ARTICLE	I	UNION RECOGNITION AND SECURITY	1
ARTICLE	II	MANAGEMENT RIGHTS	2
ARTICLE	III	PAYROLL DEDUCTION AND UNION DUES	2
ARTICLE	IV	UNION ACTIVITIES	3
ARTICLE	V	SENIORITY	3
ARTICLE	VI	SALARY SCHEDULE, PAYROLL & WORKING HOURS	4
ARTICLE	VII	HEALTH, WELFARE AND RETIREMENT	6
ARTICLE	VIII	HOLIDAYS	8
ARTICLE	IX	VACATION LEAVE	8
ARTICLE	X	SICK LEAVE	9
ARTICLE	XI	BEREAVEMENT LEAVE	10
ARTICLE	XII	MISCELLANEOUS	11
ARTICLE	XIII	CHANGES AND AMENDMENTS	12
ARTICLE	XIV	SEVERABILITY	12
ARTICLE	XV	DISCIPLINE AND DISCHARGE	12
ARTICLE	XVI	GRIEVANCE AND ARBITRATION PROCEDURE	13
ARTICLE	XVII	DURATION OF AGREEMENT	14

AGREEMENT

This Agreement entered into this 1st day of July 2013, by and between the Town of Glocester, Rhode Island, hereinafter referred to as the "Employer" or the "Town" and the Rhode Island Laborers' District Council on behalf of Local Union 1322 of the Laborers' International Union of North America, AFL-CIO, Providence, Rhode Island, hereinafter referred to as the "Union."

PRINCIPLES

A. This Agreement shall provide for the timely and amicable adjustment of all grievances and disputes which may arise between the Employer and the Union and shall provide for the continuous operation of administrative office facilities in the Town of Glocester and insofar as possible employment at those facilities.

B. The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The 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 and responsibilities of both the Employer and the employee.

C. There shall be no discrimination against any Employee by reason of race, color, creed, veteran status, national origin, age, sex, handicap, or Union membership or nonmembership. 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 full utilization of an employee's skill and ability without regard to consideration of race, color, creed, veteran status, national origin, age, sex, handicap, or Union membership or nonmembership. No employee covered by this Agreement shall be discharged, laid off, demoted, suspended, transferred or affected in any way because of his/her political beliefs or activities unless such activities are illegal.

ARTICLE I
UNION RECOGNITION AND SECURITY

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all full-time employees of the Employer in the clerk and administrative aide classifications for the purpose of collective bargaining as provided by the Rhode Island Labor Relations Act of 1941, as amended, and so certified by the Rhode Island State Labor Relations Board in Case #EE-3471, excluding all confidential and managerial employees.

The Employer is not restricted in any way the right to hire part-time employees. Part-time employees are those who customarily work fewer than 20 hours per week.

The Employer agrees to notify both the Business Manager of the Rhode Island Laborers' District Council and the Local Union within thirty (30) days of its hiring of an employee in any of the above classifications.

Section 2. All present employees covered by the collective bargaining agreement shall remain members of the Union, or in the alternative, any employee not desiring to be a member of the union will be assessed a service charge in lieu of membership dues, said charge to be the same sum as the usual Union dues paid by Union members for collective bargaining activities.

Any future employee who passes his or her probationary period may join the Union but any future employee who does not join the union shall be assessed the above service charge in lieu of membership dues, said charge to be the same sum as the usual Union dues paid by Union members for collective bargaining activities.

The failure of any employee to maintain union membership or pay the service charge required of non-members in accordance with the terms of this Agreement shall be considered a ground for dismissal.

Section 3. The Employer agrees not to enter into any Agreement or contract with members of the bargaining unit individually or collectively, nor negotiate or bargain with them, unless it is through the duly authorized representative of the Union and any such Agreement entered into contrary to this section shall be null and void.

Section 4. All new employees hired by the Employer shall be deemed to be probationary employees for the first six (6) months of their employment and may be dismissed at the sole discretion of the Employer during such probationary period.

ARTICLE II
MANAGEMENT RIGHTS

Section 1. Any and all rights concerned with the management and operation of the Town of Glocester, are exclusively those of the Employer unless otherwise explicitly provided by the terms of this Agreement. The Employer has the authority to adopt rules for the operation of the Town and the conduct of its employees, provided such rules are not in conflict with the express provisions of this Agreement nor with applicable law. Any question concerning the application of this provision shall be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE III
PAYROLL DEDUCTION OF UNION DUES

Section 1. The Town shall deduct monthly dues from the current wages of employees, in accordance with the express terms of a signed authorization to do so, or the service charges provided herein. Such deductions shall be made on the first and second pay period each month for which they are due and shall be forwarded to the Secretary-Treasurer of the Union monthly. If any employee has no earnings for that paycheck, the Union shall be responsible for collecting the dues for that pay period. The Union will give the Town thirty (30) days prior notice of any change in the amount of the union dues or service charges to be deducted.

ARTICLE IV
UNION ACTIVITIES

Section 1. The Union negotiating committee shall consist of no more than two (2) members of the bargaining unit, together with any other persons deemed necessary by the Union.

Section 2. The Union shall furnish in writing to the Employer the name of the steward, president and business manager of Local Union 1322 and shall as soon as possible notify the Director of Finance/Personnel Officer and the Town Council 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. Because of the small size of the bargaining unit and the need to ensure that Town business occurs without interruption, the Union and Employer shall schedule all grievance hearings and all meetings during the non-working hours of the grievant and/or local Union 1322 union official or steward.

Section 4. Union representative(s) shall be permitted to visit employees at the Town Hall. The designated Union representative(s) shall do nothing to interfere with employees while at the Town Hall.

ARTICLE V
SENIORITY

Section 1. Seniority shall be defined as the total length of service by the Employee with the Employer. 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 as a full-time employee.

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

Section 3. Seniority shall be considered broken only for the following reasons:

(a) When an employee has been discharged for just cause;
(b) When an employee voluntarily terminates his/her employment;
(c) When an employee fails to respond to a recall notice;
(d) When an employee exceeds an authorized leave of absence;
(e) When an employee engages in other work without authorization while on leave of absence;

Section 4. In the event a reduction in the work force is required, the most junior employee in the classification shall be subject to layoff. The employee thus effected may exercise his or her seniority in the bargaining unit in any equal or lower rated classification provided he/she has the ability to perform the duties of the classification.

Section 5. Any employee who is interested in filling a vacancy in the work force shall apply in writing to the Personnel Director within seven (7) working days after the notice of the vacancy has been posted.

Section 6. Such vacancy shall be filled on the basis of qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be considered by the Employer.

ARTICLE VI
SALARY SCHEDULE, PAYROLL AND WORKING HOURS

Section 1. (a). For the period July 1, 2013- June 30, 2014 the position of Clerk I shall receive a $.40 wage increase to $17.62 per hour. Wages for the other classifications shall be adjusted as stated in Section 1. (b). For the period July 1, 2014 - June 30, 2015 the position of Clerk I shall receive a $.45 wage increase to $18.07 per hour. Wages for the other classifications shall be adjusted as stated in Section 1. (b). For the period July 1, 2015 June 30, 2016 the position of Clerk I shall receive a $.45 wage increase to $18.52 per hour. Wages for the other classifications shall be adjusted as stated in Section 1. (b)

Section 1. (b). Effective September 1, 2001, the classifications of Clerk I, Clerk II, Senior Clerk and Financial Clerk shall be included in the bargaining unit. The classification of Clerk I shall replace the previous classification of Clerk. The classification of Administrative Clerk shall be renamed the Administrative Aide.

-The salary for Clerk II shall be $1.00 per hour above the current maximum Clerk I wage rate.
-The salary for Senior Clerk shall be $2.00 per hour above the current maximum Clerk I wage rate.
-The salary for Financial Clerk shall be $3.00 per hour above the current maximum Clerk I wage rate.
-The salary for Administrative Aide shall be $3.30 per hour above the current maximum Clerk I wage rate.

	2013/2014	2014/2015	2015/2016
Administrative Aide	20.92 - 1.9	21.37	21.82
Financial Clerk	20.62	21.07	21.52
Senior Clerk	19.62	20.07	20.52
Clerk II	18.62	19.07	19.52
Clerk I	17.62	18.07	18.52

Upon signing, a one time 1 (one) percent bonus based on the annual salary excluding longevity and overtime earned between July 1, 2012 through June 30, 2013 will be paid to all clerks covered under this agreement in the next payroll paid.

It is further agreed that this bonus will not be added to the base pay for July 1, 2013 through June 30, 2014 and it will not be used in the calculation for health and dental insurance co-shares.

Section 2. Employees covered by this contract shall be paid ten percent (10%) less than the amount indicated in Section 1 above for the first year of employment, with incremental step increases occurring every six months from hire, and upon completion of two (2) years continuous employment the employee shall be paid the amount indicated in Section 1 above.

Section 3. Employees hired after the date of the signing of this contract (December 15, 2011), new hires, will not be eligible for longevity. Each employee shall be granted annual longevity payments after five (5) years of continuous employment including the probationary period. Payments shall be paid on the first payday after the employee's anniversary date, and shall be included in the employee's annual salary for retirement purposes.

Annual longevity payments for the completion of continuous employment shall be:

5 - 6 years of continuous employment	• 2 1/2% of annual gross salary
7 - 9 years of continuous employment	• 2 3/4% of annual gross salary
10 - 14 years of continuous employment	• 3% of annual gross salary
15 - 19 years of continuous employment	• 3 1/2.% of annual gross salary
20+ years of continuous employment	• 3 3/4% of annual gross salary

Section 4. Regular time and overtime, along with all deductions, shall be itemized on the employee's payroll stubs.

a. Any employee covered by this Agreement who is called into work outside of his/her regular hours shall be paid at the rate of time and one-half and one-half the rate of payment for the particular position which he or she holds for all such hours worked and shall be guaranteed a minimum of three (3) hours of overtime pay each time the employee is called into work when he or she is already off duty. The employee shall not be guaranteed the three (3) hour minimum overtime pay when overtime work is an extension of the employee's normal work shift.

b. Employees who record the proceedings of the Council, Boards and Commissions shall be compensated consistently with past practice.

c. Employees shall be paid one and one-half (1-1/2) times the amount set forth above in Section 1 for all hours actually worked in excess of 37-1/2 hours in one week. Time worked pursuant to Section 4(a) and (b) shall not be considered time worked for overtime purposes. No more than one overtime premium shall be paid for any hours worked. When an employee receives comp time, such time shall be at the rate of time and one-half (1-1/2) his/her regular rate of pay.

Section 5. The regular work week for employees covered by this Agreement shall be Monday through Friday, with Saturday and Sunday as days off.

Section 6. Employees covered by this Agreement shall receive a 15 minute paid break per day, which can be added to his/her lunch break.

ARTICLE VII
HEALTH, WELFARE AND RETIREMENT

Section 1. Benefits under the present Blue Cross / Blue Shield Classic or HealthMate family and individual plan (where appropriate) health insurance coverage or Other health insurance coverage with equivalent benefits shall be maintained and furnished by the Employer. The employer agrees to provide Rhode Island Delta Dental Levels I, II and III, individual or family coverage as appropriate or other dental insurance coverage with equivalent benefits for all employees covered by this Agreement.

Effective November 15, 2009, all full time employees covered by the above benefits will reimburse (pay a 'co-share' to) the Town for medical and dental insurance coverage based on the stratification set forth below. The following are the stratified percentages based on a combination of annual salary (including holiday pay) and longevity:

Salary, in OOO's	% of co-share
$ o to 30	10%
30 to 35	11%
35 to 40	12%
40 to 45	13%
45 to 50	14%
50 to 55	15%
55 to 60	16%
60 to 65	17%
65 to 70	18%
70 to 75-	19%
75+	20%

Section 2. (a) Employees hired after the date of the signing of this contract (December 15, 2011), new hires, who waive both medical and dental insurance benefits for the family plan will be paid $1,500.00 annually. If an employee who is entitled to benefits pursuant to Sections 1 and 2 of this article is insured with comparable benefits elsewhere, he/she may elect to waive benefits provided by this article. An employee who, by completing the eligibility requirements set forth in (b) of this Section, effectively waives health insurance benefits, will be paid the following annually:

An employee, eligible for a family plan, who waives both medical and dental insurance benefits will be paid $3,500 annually. In Fiscal Year 2009-2010, it shall be prorated starting on November 15, 2009. An employee, eligible for a family plan, who waives either medical or dental insurance benefits, but not both, will be paid a prorated amount of the $3,500 equivalent to $3,500, multiplied by the same percent as the cost of the medical or dental insurance premiums (or working rates) divided by the total (combined cost) of the medical and dental premiums (or working rates).

Similarly, an employee eligible for an individual plan, who is approved to waive either or both medical and/or dental insurance benefits, will be paid an amount equivalent to $3,500, employees hired after the signing of this contract (December 15, 2011), new hires, the amount will be $1,500.00, first multiplied by the percent of the total (combined) cost of the individual medical and dental plans divided by the total (combined) cost of both the individual and family medical and dental plans further allocated by the same percent as the cost of the individual medical or dental insurance premiums (or working rates) divided by the total (combined cost) of the individual medical and dental premiums (or working rates). In Fiscal Year 2009-2010, it shall be prorated starting on November 15, 2009.

(b) To be entitled to a waiver payment an employee must:
(1) Present evidence satisfactory to the Employer that he/she is otherwise insured by Blue Cross or comparable insurance.
(2) Execute a waiver form supplied by the Employer.

(c) An employee who waives coverage pursuant to this Article who becomes otherwise uninsured during the plan year must inform the Employer of this change of status and must immediately re-enroll in the Employer's plan.

Section 4. Employees hired after the date of the signing of this contract (December 15, 2011), new hires, will not be eligible for paid health care upon retirement. Retired employees previously covered by this Agreement may, at their own expense plus a 2% administrative fee, continue to receive any benefits of Sections 1 and 2 above that they select. Effective July 1, 1999, employees who work at least until age 62 and who retire with the municipal employees retirement plan shall be eligible for paid individual health insurance coverage until he/she is eligible for Medicare, or until age 65, whichever occurs first. Health benefits for retirees will cease at age 65.

Section 5. Benefits under the present Rhode Island Municipal Employees Retirement Plan shall be maintained and employees' contributions shall remain the same during the life of this Agreement unless changed by the Rhode Island State Retirement Board. Effective January 1, 1998, the Town of Glocester shall provide for the retirement of its employees through the Rhode Island Municipal Employees Cost of Living Adjustment Plan, (COLA), so-called, Plan "C."

Section 6. Effective 90 days before the termination of this Agreement, the parties agree to meet and discuss the possibility of incorporating the Laborers International Union of North American National (Industrial) Pension Fund into this Agreement.

ARTICLE VIII
HOLIDAYS

Section 1. All employees covered by the Agreement shall receive a day off with pay for the following designated holidays:

1/2 Day New Years Eve	Victory Day
New Years Day	Labor Day
Memorial Day	Columbus Day
Fourth of July	Veterans' Day
Martin Luther King Day	1/2 Day Christmas Eve
Thanksgiving Day	Christmas Day
Day after Thanksgiving	Election Day (for presidential
President's Day	elections once every four years only)
Two (2) personal days	

(a) On those days designated as "half day only" employees are required to work one-half (1/2) of their regularly scheduled workday hours.

Section 2. Should any of the holidays recognized above fall on an employee's scheduled day off, such employees shall be paid for that day, as if it was a regular work day or may, with the prior approval of their Department Head and within thirty (30) days after the holiday, take another day off with pay.

Section 3. Should any of the holidays recognized by this Agreement be celebrated during an employee's vacation period, the employee shall be paid for the holiday in addition to his or her normal vacation pay, but shall not be entitled to any extra day off for the holiday.

Section 4. An employee called to work on a holiday recognized by this Agreement shall be paid time and one-half his/her regular rate of pay on such day in addition to his/her holiday pay.

ARTICLE IX
VACATION LEAVE

Section 1. Any employee who has been in the continuous employ of the Employer for one year shall be entitled to ten (10) days vacation leave with pay. Except as modified below, such ten (10) day annual vacation entitlement shall continue starting with the second year of employment, earned at the rate of one-twelfth (1/12) of total entitlement per month employed. If an employee fails to complete the first year of continuous employment there shall be no entitlement to vacation time nor payment thereof.

Section 2. Any employee who has completed five (5) continuous years employment, shall be granted fifteen (15) days annual vacation leave with pay each year which shall begin to accrue on the fifth anniversary of his or her initial date of employment.

Section 3. Any employee who has completed ten (10) years continuous employment shall be granted twenty (20) days annual vacation leave with pay each year which shall begin to accrue on the tenth anniversary of his or her initial date of employment.

Section 4. Employees covered by this Agreement shall be allowed to accumulate vacation leave up to thirty-two (32) days (240 hours). Any vacation days earned in excess of the thirty-two (32) day accumulation limit must be used in the fiscal year in which earned.

Section 5. Upon the resignation, retirement, or death of an employee covered by this Agreement, accumulated but unused vacation leave shall be paid to the employee or the employee's designated beneficiary, or to the decedent's estate in the event no beneficiary has been designated.

Section 6. Any employee taking leave of absence without pay shall cease to accrue annual vacation leave during the period of such absence.

ARTICLE X
SICK LEAVE

Section 1. Any employee who has been in the continuous employ of the Employer for six (6) months shall be entitled to sick leave with pay. Sick leave shall be granted for the following reasons:

(a) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his or her position.

(b) Attendance upon members of the family within the household of the employee, as well as the employee's spouse, parents, children, siblings, and parents-in-law, who do not reside in the household, provided that not more than seven (7) working days with pay out of the fifteen (15) days annual sick leave entitlement shall be granted to employees for this purpose in any one calendar year.

(c) Enforced quarantine when established and declared by the Department of Health, or other competent authority for the period of such quarantine only.

Section 2. Sick Leave with full pay for the employees of this bargaining unit shall be computed at the rate of nine and three hundred and seventy-five (9.375) thousandths hours per month and shall begin to accrue from the date of his or her initial employment, provided that an employee who terminates his or her employment or who is terminated before the end of his or her initial six (6) months employment shall not be entitled to any sick leave. Such annual sick leave of fifteen (15) days with pay, when not used, shall be cumulative, but the accumulated and unused portion of such sick leave shall not exceed one hundred twenty (120) days at one time; provided, however, any employee with at least ten (10) years of continuous service who contracts a serious illness may be granted, at the discretion of the Town

Council, an advance on future sick leave not to exceed thirty (30) days in addition to his/her accumulated sick leave as of the date such illness occurs.

Sick leave shall not accumulate during such extension and such extended sick leave shall be credited against future accruals of sick leave or, if the employee terminates his or her employ with the Employer while the employee has a negative sick leave balance, the amount paid in wages for such negative sick leave balance, shall be deducted from the employee's final paycheck.

Section 3. When any employee with at least five (5) years of continuous employment retires, resigns or is discharged due to a reduction-in-force, such employee shall be paid for twenty-five (25%) percent of the total amount of his or her unused accumulated sick leave, provided, such employee has accumulated at least thirty (30) days unused sick leave time. Upon the death of an employee who meets the criteria above, the payment shall be made to the employee's designated beneficiary, or to the decedent's estate in the event no beneficiary has been designated.

Section 4. A physician's certification may be required for any absence the day before and/or the day after a regularly scheduled day off or a holiday to charge the absence to the employee's accumulated sick leave.

Section 5. The Department Head may require a physician's certificate for an absence of - three (3) consecutive working days.

Section 6. An occupational injury, arising out of and as a result of employment with the Town shall not be charged against sick leave, except for the waiting period if required by law. The department head may require satisfactory medical documentation to support the claim of occupational injury with periodic medical review at the discretion of the Personnel Director or the Town Council.

Section 7. Any medical bill incurred from an occupational injury and not covered by the employee's Blue cross or equivalent health insurance or other medical insurance will be paid by the Town as long as the employee has said injury.

ARTICLE XI
BEREAVEMENT LEAVE

Section 1. All Employees of the bargaining unit shall be allowed bereavement leave with pay as set out below. This benefit shall not be deducted from sick leave.

(a) Death of employee's husband, wife or child, father or mother - 5 days leave.
(b) Death of employee's brother or sister - 3 days leave.
(c) Death of employee's mother-in-law, father-in-law, grandmother, grandfather, grandchild 2 days leave.
(d) Death of employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, nephew, niece, uncle or aunt - 1 day leave.

In circumstances where the death of a relative in any degree of kinship causes unusual hardship or suffering, the employee, or his/her designee, may appeal to the Personnel Director for additional bereavement days. If the Personnel Director refuses the request, the employee, or his/her designee, may appeal to the Town Council for additional bereavement days.

In the event of the death of an employee's relative not covered in bereavement leave, or the death of a friend of the employee, a sick day may be used to attend the funeral of said relative or friend.

ARTICLE XII
MISCELLANEOUS

Section 1. Bulletin Board. The Employer shall provide a bulletin board in a conspicuous place to be used solely for the posting of Union notices, rules and regulations.

Section 2. The Employer may use a time clock or other device to record time actually worked by employees.

Section 3. Life Insurance. The Employer will provide a group term life insurance policy on the life of each employee covered by this Agreement in an amount equal to the employee's annual wage rounded up to the next highest thousand. The Employer shall pay the premium for the above group term life insurance policy.

Copies of life insurance policies shall be provided to the Union.

Section 4. Jury Duty. An employee who is required by law to be absent from work for jury duty will be paid that employee's regular salary as if the employee had worked that day. In order to qualify for such pay the employee called for jury duty shall report to work each day the employee is excused from jury duty prior to 11:00 AM. Jury duty pay must be turned into the Finance Director pursuant to the Town personnel rules for employees to be paid for jury duty.

Section 5. Defense and indemnification. In the event any employee covered by this Agreement 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 an employee of the Town, the Town will provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceedings, provided that the employee was acting within the scope of his/her authority and consistently with Town policies and directives of his/her supervisor at the time he/she performed the action complained of.

Section 6. Performance Evaluation. The performance of each member of the bargaining unit shall be evaluated not less frequently than on an annual basis, commencing in the period May 1 to May 31, 2002.

Section 7. When the Employer determines that there is a need to upgrade a position or to appoint a bargaining unit employee to an available vacancy, performance evaluations, among other factors such as qualifications and experience, shall be considered.

Section 8. The Town of Glocester shall provide the Union members with safe, reliable transportation to and from work related functions.

ARTICLE XIII
CHANGES OR AMENDMENTS

Section 1. 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 this agreement, except by mutual consent in writing of the parties thereto.

Section 2. All changes negotiated and agreed to will be effective upon signing of the contract by all parties.

ARTICLE XIV
SEVERABILITY

Section 1. Should any final decision of any court of competent jurisdiction affect any practice or provisions of this agreement, only the practice or provisions so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE XV
DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action may be imposed upon an employee only for just cause.

Section 2. If a supervisor 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. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entries in his or her personnel record and shall be permitted to respond to any disciplinary entries. The contents of an employee's personnel record shall be disclosed to the employee's Union representative with the employee's written approval. Where appropriate, disciplinary action or measures shall include only the following:

1. Oral reprimand;
2. Written reprimand;
3. Suspension without pay;
4. Discharge.

Section 3. When any disciplinary action, except oral reprimand, is to be implemented, the Employer shall before or at the time of such action is taken, notify the employee and the Union in writing of the specific reasons for such action.

Section 4. The Employer shall not discharge or suspend an employee without just cause. Within five (5) working days of such suspension or discharge, the Union may file a grievance with the Town Council as set forth in this Agreement and such hearing 'shall be held no later than fifteen (15) days after the Union's request.

Section 5. In the event that an employee is dismissed or suspended under this section, and the employee appeals such action and his/her appeal is sustained, he/she shall be restored to his/her former position and compensated at his/her regular rate of pay for any time lost during the period of such dismissal or suspension unless such backpay is determined to be unwarranted.

ARTICLE XVI
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. All grievances of employees or the Employer arising out of the provisions of this contract shall be dealt with as follows.

Section 2. One Union representative at any 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 during the entire duration 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 Director of Personnel in writing. The Personnel Director shall have ten (10) working days to adjust the grievance. Any grievance which is not presented within ten (10) calendar days of the date of the occurrence shall be deemed to have been waived.

Step 2. If unable to reach satisfactory adjustment within ten (10) working days, the Union shall submit the grievance in writing to the Town Council within ten (10) working days. A response to the Union by the Town Council must be in writing within thirty (30) days.

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, such grievance shall, at the request of the Union, be referred to the American Arbitration Association in accordance with its rules then pertaining.

The arbitrator shall hold a hearing within thirty (30) days of his/her appointment and his/her decision shall be final and binding upon the parties subject to any limitation of law. The expenses of such arbitrator shall be borne equally by 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) working days of receipt of the Town Council's answer as stated in Step 2 above, or else it shall be deemed to have been waived.

Subject to any limitation of law, the Employer and the Union agree to apply the decision of the arbitrator to all substantially similar situations.

Section 5. 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 perfolin 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.

ARTICLE XVII
DURATION OF AGREEMENT

Section 1. This Agreement shall remain effective through and including June 30, 2016.

Section 2. This Agreement shall be automatically renewed from year to year after June 30, 2016, unless either the Town or the Union notifies the other party in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. in the event such notice is given, negotiations shall begin not later than sixty (60) days prior to the termination date.

For the Town of Glocester

President, Town Council

For the Union

Michael F. Sabitoni,
Business Manager
Rhode Island Laborer's District
Council on behalf of Local Union
1322

Witness

Arthur J. JORDAN, Business Manager
Local Union 1322

WITNESS

WITNESS

Adopted by the Town Council on September 19, 2013