

ORIGINAL

AGREEMENT BETWEEN
THE TOWN OF JOHNSTON, RHODE ISLAND
AND
RI COUNCIL 94, AFSCME, AFL-CIO
LOCAL 1491
JULY 1, 2016 – JUNE 30, 2019

TABLE OF CONTENTS

Contents

TABLE OF CONTENTS	1
MEMORANDUM OF AGREEMENT	3
ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – DUES DEDUCTION	3
ARTICLE 3 – UNION SECURITY	3
ARTICLE 4 – NON – DISCRIMINATION	4
ARTICLE 5 – HOURS OF WORK – GENERAL.....	4
TOWN HALL	5
POLICE DEPARTMENT	5
FIRE DEPARTMENT	5
PUBLIC WORKS	6
RECREATION DEPARTMENT.....	6
MUNICIPAL COURT	7
ARTICLE 6 – OVERTIME	7
ARTICLE 7 – SHIFT DIFFERENTIAL.....	9
ARTICLE 8 – CALL BACK PAY.....	9
INCLEMENT WEATHER/CALL BACK PUBLIC WORKS DEPARTMENT ONLY	9
ARTICLE 9 – HOLIDAYS.....	10
ARTICLE 10 – SENIORITY	11
ARTICLE 11 – POSTING AND BIDDING OF VACANCIES AND PROMOTIONS	13
ARTICLE 12 – SICK LEAVE	14
ARTICLE 13 – PERSONAL LEAVE	16
ARTICLE 14 – VACATIONS	16
ARTICLE 15 – BEREAVEMENT LEAVE	17
ARTICLE 16 – RELIGIOUS OBSERVANCE	17
ARTICLE 17 – JURY DUTY	17
ARTICLE 18 – QUARATINE.....	18
ARTICLE 19 – MILITARY LEAVE	18
ARTICLE 20 – OFFICIAL TIME OFF-WITHOUT LOSS OF PAY	19
ARTICLE 21 – HEALTH AND DENTAL INSURANCE.....	19
ARTICLE 22 – ON-THE-JOB INJURY.....	21
ARTICLE 23 – INCLEMENT WEATHER	22

ARTICLE 24 – WORKLOAD.....	23
ARTICLE 25 – WORK RULES	23
ARTICLE 26 – SUSPENSION, DISCHARGE & DISCIPLINE	23
ARTICLE 27 – GRIEVANCE AND ARBITRATION PROCEDURE	24
ARTICLE 28 – HEALTH AND SAFETY	26
ARTICLE 29 – UNIFORMS AND PROTECTIVE CLOTHING.....	27
ARTICLE 30 – LIFE AND ACCIDENT INSURANCE.....	27
ARTICLE 31 – BULLETIN BOARDS	28
ARTICLE 32 – WORK IN A HIGHER CLASSIFICATION	28
ARTICLE 33 – WORK IN A LOWER CLASSIFICATION	28
ARTICLE 34 – PENSION PLAN.....	28
ARTICLE 35 – MATERNITY LEAVE	28
ARTICLE 36 – SEVERABILITY	29
ARTICLE 37 – UPGRADINGS	30
ARTICLE 38 – LONGEVITY	30
ARTICLE 39 – SEVERANCE PAY.....	31
ARTICLE 40 – NON-PERFORMANCE OF BARGAINING UNIT WORK	31
ARTICLE 41 – CREDIT UNION DEDUCTIONS	31
ARTICLE 42 – NO STRIKE OR LOCKOUT.....	31
ARTICLE 43 – SAVINGS CLAUSE	32
ARTICLE 44 – SALARY SCHEDULE	32
ARTICLE 45 – MANAGMEMENT RIGHTS	32
ARTICLE 46 – TERMINATION OF AGREEMENT.....	33
SIGNATURE PAGE.....	34
APPENDIX A	35
ORDNINANCE 2011 -24	35
APPENDIX B – WAGE RATES.....	36

MEMORANDUM OF AGREEMENT

This agreement entered into this 21st day of November, 2016 by and between AFSCME, RI Council 94, Local 1491, Town Employees Bargaining Unit (hereinafter, "Union") and the Town of Johnston (hereinafter, "Employer") hereby mutually agree as follows:

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salary, wages, hours and all other conditions of employment for all employees in the bargaining unit.
- 1.2 The bargaining unit for the purpose of this agreement shall consist of all Town of Johnston Municipal Employees pursuant to Title 28, Chapter 9A.

ARTICLE 2 - DUES DEDUCTION

- 2.1 The Employer agrees to the adoption of exclusive Union Check Off system, whereby Union Dues or Service Charges, as established by the Union, will be withheld from the employee's pay at source in equal amounts from each pay, as the frequency of pay periods may require. Such withholdings and related list of employees are to be transmitted to the duly elected Treasurer of the Union by the 10th day following each pay period, after each such deduction is made.
- 2.2 The Union will notify the Employer thirty (30) days prior to any change in such withholdings.

ARTICLE 3 - UNION SECURITY

- 3.1 All present employees covered by this agreement shall become and shall remain members of the Union good standing thirty (30) days after the effective date of this agreement.
- 3.2 All future employees covered by this agreement who are hired on or after the effective date shall, as a condition of continued employment, make application to join the Union, become members of the Union, and remain members of the Union in good standing for the life of this agreement. The parties agree that such employees will be given a period not to exceed thirty (30) calendar days from the effective date of their hire in which to join the Union before the provisions of this

section shall apply.

- 3.3 The Employer will not aide, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization, or with any individual.

ARTICLE 4 – NON – DISCRIMINATION

- 4.1 The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity on behalf of the Union, nor will the Employer encourage membership in another Union.
- 4.2 The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- 4.3 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer, the responsibility for applying this provision of the agreement.
- 4.4 It is understood that in all instances where this contract refers to his, he, etc. it shall be construed as she, hers, etc.
- 4.5 Everywhere the contract states Mayor it shall be construed to be the Mayor or Mayor's designee.

ARTICLE 5 – HOURS OF WORK – GENERAL

- 5.1 **Work week, shifts and break periods.** Except as otherwise provided, the regular work week for employees shall consist of five (5) consecutive days, totaling forty (40) hours within a calendar week, beginning on a Monday and ending on a Friday. Shifts for employees shall be 8:30 a.m. to 4:30 p.m., year round, provided however, that at the Employer's discretion, and upon approval of the department head, the Mayor and the Union flexible shifts may be implemented to accompany the demands of a department, to enhance the efficiency of a department or to maximize the delivery of services to the public.
- 5.2 Employees assigned to work an eight (8) hour shift shall be allowed one (1) hour unpaid meal break and will be allowed one (1) fifteen (15) minute paid break during the first half of the shift

and one (1) fifteen (15) minute paid break during the second half of the shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift. The coffee break shall be scheduled at the middle of each half shift whenever feasible.

TOWN HALL

- 5.3 All clerks and secretaries at the Town Hall shall work a schedule of five (5) consecutive days, Monday through Friday, seven (7) hours per day, thirty-five (35) hours per week, 8:30 am to 4:30 pm with one (1) unpaid hour for lunch and two (2) fifteen minute breaks.

POLICE DEPARTMENT

- 5.4 All clerks, secretaries and receptionist at the Police Department shall work a schedule of five (5) consecutive days, Monday through Friday, seven (7) hours per day, thirty-five (35) hours per week, two (2) separate shifts 8:00 a.m. to 4:00 p.m. and 8:30 a.m. to 4:30 p.m. with one (1) unpaid hour for lunch. In the event that clerks or secretaries of any other department are released early from work on any given day at the discretion of the Mayor, the Chief of the department shall have the right to retain such clerks and secretaries until the end of their normal shift as the Chief, in his sole discretion, believes necessary to discharge public safety functions.
- 5.5 All police dispatchers shall be considered emergency personnel and shall work a rotating schedule consisting of four (4) consecutive days on and two (2) consecutive days off from 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 a.m. and 12:00 a.m. to 8:00 a.m., Thirty Five (35) hours per week including one (1) hour for lunch. If during the term of this collective bargaining agreement, the Town is successful in hiring dispatchers above and beyond its complement, the parties agree to reopen negotiations for purposes of discussing breaks and lunch periods for dispatchers and receptionists.

FIRE DEPARTMENT

- 5.6 Clerks at the Fire Department shall work a schedule of five (5) consecutive days, Monday through Friday, eight (8) hours per day, forty (40) hours per week, 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour for lunch, or 8:30 a.m. to 5:00 p.m. with one-half (1/2) hour for lunch, 9:00 a.m. to 5:30 p.m. with one-half (1/2) hour for lunch and paid accordingly. Or Clerks at the Fire Department shall work a schedule of five (5) consecutive days, Monday through Friday, eight (8) hours per day, forty (40) hours per week with one-half (1/2) hour for lunch and paid accordingly.

Or Clerks at the Fire Department shall work a schedule of five (5) consecutive days, Monday through Friday, eight (8) hours per day, forty (40) hours per week with one-half (1/2) hour for lunch and paid accordingly.

PUBLIC WORKS

- 5.7 Hours of work for Highway, Utility and Fleet Maintenance employees shall be 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour for lunch and two (2) fifteen (15) minute breaks, The Public Works Director, upon approval of the Personnel Director, shall have the authority to temporarily reassign personnel to nights from October 1st through June 1st using the bidding process as outlined in Article 11 of this agreement. Hours of work for Building Maintenance employees shall be determined by the Director to suit individual departmental needs, with consultation and agreement of the employee and Union.
- 5.8 Clerks at the Highway shall work Monday through Friday, seven (7) hours per day, thirty-five (35) hours per week, 7:30 am to 3:30 pm, with one (1) hour unpaid lunch. Clerks at the Utilities/Highway shall work Monday through Friday, eight (8) hours per day, forty (40) hours per week 7:00 am to 3:30 pm with one half (1/2) hour unpaid lunch.
- All employees shall be granted no more than 15 minutes for personal cleanup when necessary.

RECREATION DEPARTMENT

- 5.9 All Recreation Department Clerks shall work a schedule of five (5) consecutive days, Monday through Friday, seven (7) hours per day, thirty-five (35) hours per week, 8:30 a.m. to 4:30 p.m. with one (1) unpaid hour for lunch. This schedule shall commence on January 1, 2001.
- 5.10 Other than Clerks, the hours for the Recreation Department employees shall be a work week schedule of five (5) consecutive days, Monday through Friday, eight (8) hours per day, forty (40) hours per week, 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour for lunch or 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour for lunch.
- 5.11 Further, the Union agrees to a maximum of two (2) employees to work a schedule of five (5) consecutive days, Tuesday through Saturday and a maximum of two (2) employees to work a schedule of five (5) consecutive days, Sunday through Thursday, 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m. - both with one-half (1/2) hour for lunch. It is further agreed that all positions are subject to the bid process outlined in Article 11 and it is understood that the Tuesday-Saturday and Sunday-Thursday positions are for employees hired on or after July 1, 1999. In the event any position becomes vacant during the term of this Agreement, the Mayor shall have the

authority to hire a new employee to work Monday-Friday, 2:30 p.m. to 11:00 p.m., subject to the bidding process.

- 5.12 All other Recreation Department employees will work from 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m., eight (8) hours per day with one-half (1/2) hour for lunch, forty (40) hours per week.

MUNICIPAL COURT

- 5.13 All clerks and secretaries at the Municipal Court Building shall work a schedule of five (5) consecutive days, Monday through Friday, seven (7) hours per day, thirty-five (35) hours per week, 7:30 a.m. to 3:00 p.m. with one-half (1/2) hour unpaid lunch period. All Assistant Clerks of the Municipal Court shall work hours as determined at the discretion of the Administrator or his designee.

ARTICLE 6 - OVERTIME

- 6.1 Time and one-half shall be paid for all work performed in excess of standard work day. However, if an employee works double his/her standard work day, double time shall apply for such accumulation.
- 6.2 Time and one-half, in addition to straight time, shall be paid to any employee who has been called back to work on a vacation day.
- 6.3 Double time, in addition to straight time, shall be paid to any employee who has been called back to work on a holiday.
- 6.4 A minimum of time and one-half shall be paid for all hours worked on the sixth day. The sixth day to be Saturday, except for rotating schedule then a minimum of time and one-half shall be paid for all hours worked on the fifth day.
- 6.5 A minimum of double time shall be paid for all hours worked on the seventh day. The seventh day to be Sunday, except for rotating schedule then a minimum of double time shall be paid for all hours worked on the sixth day. It is further agreed that all employees will receive overtime regardless if they worked prior to the fifth, sixth or seventh day.
- 6.6 In the event of any emergency as determined by the Department Head, all employees are subject to assignment to additional duty as required, provided that employee be given first choice to work in their proper work classification.
- 6.7 In any twenty-four (24) hour period, an employee who has worked sixteen (16) hours or more

shall, except in case of emergency, be entitled to eight (8) hours rest (exclusive of travel time and established lunch period) before reassignment. If such period should overlap the employee's normal work day, he shall suffer no loss of pay for the time involved. Rest period time shall not be counted as accredited time toward premium payments.

6.8 Regular and foreseeable overtime shall be on a rotating basis, by classification within a division and according to an established list, based on seniority and capacity for work.

6.9 Approved sick leave or annual leave shall be considered as regular time worked for the purpose of computing premium payments.

6.10 **Police Department Only:** Overtime

Subject to revision by General Order of the Chief of Police, regular and foreseeable overtime shall be on a rotating basis within a department and according to an established list, based upon seniority, qualification and capacity to work. All regular and foreseeable overtime at the Police Department shall be conducted by civilian personnel unless civilian employees are unavailable to fulfill the tasks. All overtime at the Police Department shall be conducted under the following classification: (1) all personnel within their own division by seniority; (2) all qualified personnel for that division; (3) floaters by seniority; (4) all other personnel by seniority. Only those personnel who are qualified through proper training shall be classified as available overtime personnel. Proper training is based on what is required for each individual position. Those being considered shall be able to efficiently perform those duties required.

Police Department Only: Substitutions

Subject to revision by General Order of the Chief of Police, the right to substitute shall be, permitted; provided, however, that permission be obtained by a supervisor in charge of his/her shift sixteen (16) hours prior to substitution unless an emergency situation exists. Any person who can efficiently perform the responsibilities required for another position is allowed to substitute. For example, a floater or dispatcher may substitute, provided that each is qualified to perform the duties of the other. The employee may work a double shift for sixteen (16) straight hours, subject to approval by the Chief of Police or his designee. If an employee who is working as a substitute becomes ill and must leave work at any time before the end of the shift, or is otherwise unable to report to work for the substitute shift, he/she shall be charged sick time, and not the employee for whom he/she is substituting.

ARTICLE 7 – SHIFT DIFFERENTIAL

- 7.1 Any employee covered by this agreement who works from 4:00 p.m. to 12:00 midnight or any part of said hours shall receive a five percent (5%) differential increase in pay of hours worked. Any employee covered by this agreement who works from 12:00 midnight through 8:00 a.m. or any part of said hour shall receive a ten percent (10%) differential increase in pay for hours worked.

ARTICLE 8 – CALL BACK PAY

- 8.1 All employees called back to duty shall receive a minimum of four (4) hours pay at the rate of time and one-half. Any employee on leave for any reason, including sick leave, vacation or bereavement will not be eligible for call back until their return from leave, excluding weekends, holidays and emergencies, after which their next rotation on the seniority list will resume. In the event that the employee accomplishes his or her task within four (4) hours, management reserves the right to assign the employee to another task or duty for the remainder of that four (4) hour increment.

INCLEMENT WEATHER/CALL BACK PUBLIC WORKS DEPARTMENT ONLY

- 8.2 Inclement weather recalls shall be considered mandatory, and therefore department personnel are required to report to duty at the designated time and place when notified by the authorized supervisory personnel according to the following procedures:
1. Priority Recall Roster (Seniority List). A roster of all personnel assigned to the highways, utilities, building maintenance and service maintenance divisions will be to duty or unavailable.
 2. Personnel will be contacted in seniority and rotation order by telephone. Messages will be left on answering machines or with family members. Employees so notified shall have fifteen (15) minutes to call back to the contacting supervisor to confirm the receipt of the message and availability for duty.

3. Excused absences from recall shall be limited as follows:

- a. Personnel who are on personal leave who did not indicate at the commencement of leave, in writing, that they *would* be available for recall before the next regularly scheduled duty shift,
- b. Personnel who have arranged (in writing) for a substitute to cover for them because of personal affairs as approved in advance by the public works director.
- c. Personnel who are on vacation leave who did not indicate at the commencement of leave, in writing, that they would be available for recall before their next regularly scheduled duty shift.
- d. Personnel on bereavement leave until their next regularly scheduled shift.
- e. Personnel on sick leave who did not work the immediately preceding scheduled shift and personnel who are hospitalized or report for injury that occurred after completion of their last regularly scheduled shift but before recall.
- f. Personnel, who when called, claim illness that has occurred subsequent to their last duty and who have not arranged for a substitute shall not be eligible for recall until after their next regularly scheduled shift and after the recall list has been exhausted including personnel recalled from other departments.

ARTICLE 9 – HOLIDAYS

9.1 The following shall be paid holidays:

Half (1/2) day before New Year's Day	Labor Day
New Year's Day	Veterans' Day
Martin Luther King Day	Columbus Day
President's Day	Thanksgiving
Half (1/2) Day Good Friday	Day after Thanksgiving
Memorial Day	Half (1/2) Day before Christmas
Independence Day	Christmas Day
VJ Day	*Employee's Birthday/Floater

*When said paid day off falls on a weekend or a scheduled day off, the employee shall receive

his/her next scheduled day off with pay.

- 9.2 Whenever a holiday falls on the employee's scheduled day off, the employee shall receive an additional day off with pay for such additional day.
- 9.3 In the event holidays provided herein are changed, as a result of legislation or other such action beyond the control of the parties, it is mutually agreed that another day (s) shall be immediately substituted for any holiday (s) so affected.
- 9.4 Whenever Town Garage (and Police Department) employees work half days, as provided within this Agreement, they shall work one-half (CA) their regularly scheduled shift and shall punch out of work no earlier than 12 noon, 8:00 p.m. or 4:00 a.m. accordingly.
- 9.5 Effective July 1, 1996, all Dispatchers at the Police Department must work all holidays listed in Article 9.1, if it is a regular scheduled day to work, All dispatchers will receive compensation on or before December 15 of each year equal to straight time for all holidays listed in Article 9.1 over and above their weekly salary whether they work the holiday or not. Management will be reasonable in granting substitution requests on holidays, which substitution must be arranged by the employee.
- 9.6 An employee shall work the workday scheduled immediately before and the next work day following a holiday to qualify for holiday pay under the Article, unless the employee is absent for any of the following reasons:
- a. Bona fide illness, (verified by a doctor's certificate) if required by the Department Director. If the employee cannot verify the illness the employee shall not receive holiday pay, unless it is a first infraction.
 - b. Death in the family of the employee or spouse for which Bereavement leave under Article 11 is granted.
 - c. Any other scheduled time off as allowed under this Agreement.

ARTICLE 10 – SENIORITY

- 10.1 Primary seniority shall be defined as the total length of service of permanent employees in a division. For the purpose of this Agreement, the bargaining unit shall consist of two divisions each including the following positions:
- 10.2 Secondary seniority shall *be* defined as bargaining unit seniority or the total length of service an employee has worked in any position in the bargaining unit.

- 10.3 Selection for promotion and/or transfer to a more desirable job within the bargaining unit shall be made only to those candidates within the bargaining unit who possess the highest level of skill and qualifications for the position sought. In the event two or more candidates are deemed equally qualified, said promotion shall be made on the basis of primary seniority. Resumes will be required as a prerequisite to assessment of job qualifications. When all employees in the division which has the job opening have had the opportunity to bid on the job opening then all other bargaining unit members shall be allowed to exercise their secondary seniority and the selection shall be made on this secondary seniority and job qualifications.
- 10.4 Primary seniority shall govern with respect to recalls and vacation. Secondary seniority shall govern with respect to layoffs and recalls.
- 10.5 New employees shall be considered probationary employees for a period of two (2) years from their date of hire. Upon completion of this probationary period, the employee shall be placed on the seniority roster, and the effective date of his/her seniority shall be the date of hire.
- 10.6 Whenever layoffs become necessary employees will be laid off on the basis of their secondary seniority and those with the least seniority shall be laid off first. An employee shall be entitled to two weeks' notice before layoff. Whenever it becomes necessary to increase the work force, laid off employees shall be recalled in reverse order of their layoff based on their primary seniority before any new help is hired. Both primary and secondary seniority shall be cumulative during periods of layoffs up to a maximum of three (3) years.
- 10.7 Employees subject to recall shall be notified of recall by the Employer by certified mail, return receipt requested. A copy of such recall letter shall be given to the Union. The employee shall have seven (7) calendar days subsequent to the date of signature of the return receipt in which to notify the Employer that he/she will return to work. Such certified letter shall be mailed to the employee's last known mailing address.
- 10.8 Employees whose jobs are abolished or eliminated shall be permitted to exercise their secondary seniority in accordance with Section 10.6 of this article.
- 10.9 An employee shall forfeit all seniority rights then accrued to him in the event that:
They are discharged for cause; they terminate their employment voluntarily, they fail to give notice within the seven (7) day period outlined in Section 10.7. Requested leaves of absence of more than 90 days will result in loss of seniority for time over said 90 days, except that leaves for illness or maternity shall have a maximum of one (1) year. "Leave to Protect Status" shall be defined as a member of the bargaining unit who is promoted to another position with the Town of Johnston outside of the bargaining unit. In such cases, it is understood that this leave will continue

until permanent status is obtained in the new position. Seniority shall not accrue while on Leave to Protect Status.

- 10.10 Seniority list showing the seniority status of all employees in the respective Department shall be compiled and thereafter corrected every six (6) months. Two (2) copies of each such list shall be given to the Personnel Director from the Union.
- 10.11 Any employee who feels that they have been aggrieved with respect to their seniority rights as provided for in this article shall have the right to process the matter as a grievance under the grievance protocol of this agreement.
- 10.12 It is agreed that the following officers shall hold the indicated positions on the seniority list for layoffs only: First - President; Second, Vice President; Third, Secretary; Fourth, Treasurer.
- 10.13 It is understood that this section will take effect when the present clerk for the Police Chief vacates her position. The position of clerk for the Police Chief shall be appointed at the discretion of the Mayor. Further, the provisions of Section 10.3 of this article shall not apply. (A) In the event that a new Police Chief is selected, a clerk's position, to be mutually agreed upon by the Town and the Union, will be created and subject to section 10.3 of this article. At this time the existing clerk shall have the opportunity to bid on any available position.

ARTICLE 11 – POSTING AND BIDDING OF VACANCIES AND PROMOTIONS

- 11.1 The Employer agrees to post all vacancies and promotions within five (5) days of occurrence, for a period of three (3) work days. All vacancies will be filled within twenty (20) days after the close of the posting. The Employer agrees to notify any employee absent for sufficient cause. Employees shall bid for vacancy or promotion within said five (5) work days submitted to Department Head. No bid for a vacancy or promotion shall be accepted by the Employer after the close of the posting period.
- 11.2 Employees who are transferred or promoted shall be given a ten (10) day trial period in the new job. If the employee desires not to continue in the new position within the ten (10) day trial period, he/she may return to the previous position that he/she held prior to the bid. The Employer shall not be required to post the jobs that are vacated because of this section until the ten (10) day period is exhausted, in the event that the employee does not meet probationary requirements during the ten (10) day period, the Employer, at its discretion, may elect to return the employee to the previous position subject to the employee's right to grieve and arbitrate. The trial period for

the dispatcher position shall be thirty (30) days.

- 11.3 The Town agrees to post all positions that are Leave to Protect Status in the same manner as described in 11.1 above. However, it is understood that any employee appointed to said position will retain status in their former position. If said Leave to Protect Status is exercised, it is understood that all employees affected shall exercise their right to their former position and be returned.
- 11.4 Transfers shall be allowed only at the discretion of the Personnel Director if the affected employee agrees. Transfers will not be used to discipline employees. The duration of the transfer will be for sixty (60) working days only per year. The parties concerned, the Mayor, the employee, and the Union can mutually agree to extend the time period beyond sixty (60) working days. Involuntary transfers within the department can be made for up to ten (10) working days per year per employee at the direction of the Personnel Director, if there is insufficient staff available during regular working hours.
- 11.5 Employees who have to take unpaid family leave can be temporarily replaced at the discretion of the Mayor not to exceed the length of the employee's family leave.

ARTICLE 12 – SICK LEAVE

- 12.1 Sick leave is to be used solely for non-job related illness or injury including treatment at a physician's office, dental office, treatment center, hospital or the like. All employees covered by this Agreement shall be allowed 18 sick days leave per year, one and one half (1 ½) days accrual per month, accumulative to one hundred eighty (180) days. Accrued shall be applied on the first (1st) day of the month following the month earned. For example, if an employee works the month of June, their one and one half (1 ½) sick days shall be applied on July 1st. In the event that an employee is out for three (3) consecutive days or more for an injury or illness, the appropriate FMLA, Family Medical Leave Act policies and procedures will be followed and said employee must present to the Town a doctor's note from a qualified physician verifying the need for the use of consecutive sick days including FMLA Continuation of Health Care Coverage Forms as may be appropriate. If an employee is absent for illness or injury for more than four (4) nonconsecutive days in a month, said employee must present a physician's certificate that establishes the medical necessity of having been out and whether treatment was required in order to be paid for missing days. If an employee is absent for ten (10) non-consecutive days in six (6) months, said employee may have a comprehensive medical evaluation as the Town requires and

at the expense of the Town to establish fitness for duty.

- 12.2 In the event of an emergency, such as an approved FMLA leave hospitalization, surgery, long-term illness, or recuperation, such employee, upon completion of eighteen (18) months continuous employment may be granted forty (40) working days per year as emergency sick leave at full pay and shall be paid at the rate of one (1) day per month. Entitlement to emergency sick leave under this section shall be only upon exhaustion of accrued sick, vacation and personal time and in accordance with the terms of FMLA and may only be granted at the discretion of the Mayor. FMLA is not paid time; however employees are required to use all accrued sick, vacation and personal time while out on FMLA and such time runs concurrently with a FMLA Leave, June 30 contract year shall be paid for unused sick leave at the end of each year. In the event of retirement or termination prior to the payment of such accrued emergency sick leave, such accumulation shall be deducted from accrued benefits payable upon retirement or termination. A doctor's certificate indicating the provision of this section shall be mandatory prior to this section becoming effective.
- 12.3 Upon retirement, death or termination, (except for cause) employees shall be paid up to a maximum of one hundred forty-five (145) days of their accumulated sick leave as of their date of termination or to the estate of the employee, in case the death, except those employees who received emergency sick leave. In the event these employees owe the Town sick leave, it shall be deducted from any accrual due and the employee shall receive the difference.
- 12.4 Employees who use four (4) sick leave days or less during the July 1 to June 30 contract year shall receive two (2) extra days pay or add two sick days to accrued sick leave to be paid on or before July 31 of each year.
- 12.5 Upon retirement or termination, employees shall be paid all of their accumulated sick leave (max. 145 days), plus their accumulated vacation and severance pay as of their date of retirement or termination, subject to the terms and conditions of the contract herein, or in the case of death, to a specified beneficiary of the employee on file with the Town. In the event these employees owe the Town sick leave, it shall be deducted from any accrual due and the employee shall receive the difference.
- 12.6 Members may bank sick time without compensation to a maximum of 100 hours per year for a maximum of three (3) years.

ARTICLE 13 – PERSONAL LEAVE

13.1 Each employee shall be entitled to no more than three (3) days leave per year with full pay. Requests for such leave must be made in advance and such leave shall not be cumulative. In the event that prior written notice is not possible, it is agreed that the employee may secure oral permission of the Department Head or Personnel Director with the stipulation that a written request will be forwarded to the Department Head of Personnel Director as soon as possible.

ARTICLE 14 – VACATIONS

14.1 All employees covered by this agreement shall be granted vacation time as follows:

Completion of first six months	5 days
Second six months to 2 years	5 days
Completion of 2 years	10 days
Completion of 5 years	12 days
Completion of 7 years	13 days
Completion of 8 years	14 days
Completion of 9 years	15 days
Completion of 10 years	20 days
Completion of 14 years	21 days
Completion of 15 years	22 days
Completion of 17 years	24 days
Completion of 25 years	25 days

14.2 In no event shall any employee receive more than 25 days of vacation.

14.3 Vacation requests are subject to staffing requirements.

14.4 Vacation accruals may be carried over for one year. However, it is understood that upon separation from the Town, employees will receive pay for a maximum of one year's accrual.

ARTICLE 15 – BEREAVEMENT LEAVE

- 15.1 An employee may be absent for five (5) working days without loss of pay in the event of death of a father, mother, brother, sister, husband, wife, child, stepmother or stepfather regardless of where the deceased resided.
- 15.2 An employee may be absent for three (3) days without loss of pay in the event of the death of his own grandparent or grandchild, brother-in-law, sister-in-law, or in the event of death of the father, mother, brother, sister, grandparent of the employee's spouse, or in the event of a son-in-law, or daughter-in-law, An employee may be absent for one (1) day, representing the day of the funeral, without loss of pay in the event of the death of his own or his spouse's aunt, uncle, niece or nephew.
- 15.3 An employee maybe absent for three (3) days without loss of pay in the event of death of a person for whom the employee is solely responsible. The absence shall be granted only by special permission of the Mayor or Mayor's designee.
- 15.4 In the event any employee covered by this Agreement must attend services outside the state they must provide proof to the Personnel Director or department head of having done so.

ARTICLE 16 – RELIGIOUS OBSERVANCE

- 16.1 An employee whose religious obligation requires absence from daily duties shall be granted one (1) day off for such observance. Approval must be obtained from the Mayor or Mayor's designee beforehand or full pay will be deducted.

ARTICLE 17 – JURY DUTY

- 17.1 An employee called to jury duty shall receive full salary for a period not to exceed two weeks for fulfilling this civic duty and day(s) spent on jury duty shall not be deducted from sick leave, vacation time, or personal days. After the two-week period, an employee called to jury duty shall receive full salary reduced by remuneration for jury duty. Copies of correspondence calling the employee to Jury Duty shall be provided to the Personnel Office prior to the commencement of Jury Duty.

ARTICLE 18 – QUARANTINE

- 18.1 There shall be no loss of salary or sick allowance when any employee is subject to quarantine by order of the Health Department for reasons other than the personal illness of the employee.

ARTICLE 19 – MILITARY LEAVE

- 19.1 Employees are covered by USERRA, The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, 38 U.S.C. - 4301-4335). Pursuant to USERRA, any employee who has left or shall leave his position by reason of entering the Armed Forces of the United States (whether through membership in the Reserve of the United States or Naval Forces or in Rhode Island National Guard or Naval Reserve of the United States or by reason of enlistment, induction, commission or otherwise) and who has been employed or applied or held a position which is not considered brief or non-concurrent preceding such entrance into the Armed Forces is entitled to and is hereby granted military leave of absence from his position commencing with the time of leaving his position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the Armed Forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the Armed Forces.
- 19.2 Re-enlistment or other continued service in the Armed Forces resulting from a choice by the employee shall serve to cancel such leave. Any employee on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations. At the conclusion of such military leave of absence, the employee shall be returned to his position, subject, however, to any changes in Federal regulations related to USERRA. Annual leave and sick leave shall be frozen as of the date the employee enters military service.
- 19.3 Employees who by reason of membership in the United States Military, Naval or Air Reserve of the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as part of the state military force or special duty as a part of the Federal Military Force, shall be granted military training leave with pay not to exceed twenty (20) days in any one (1) calendar year. Should the employee be required to participate in such training activities for a period greater than twenty (20) days, he shall be granted leave without pay for this purpose.

ARTICLE 20 - OFFICIAL TIME OFF-WITHOUT LOSS OF PAY

- 20.1 Members of the grievance committee and Stewards shall be allowed to process grievances during working hours without loss of pay.
- 20.2 The Employer agrees that during working hours, on the employee's premises, Union Stewards and Representatives shall be allowed reasonable time to post Union notices; distribute Union literature and attend negotiating meetings.
- 20.3 One steward shall have access to Town premises at all times during normal working hours for the purpose of investigating and processing grievances, conferring with Local Union Representatives and/or Town Representatives.
- 20.4 One (1) delegate per one hundred union members or part thereof shall be granted reasonable time off during working hours to attend International and Regional or State Conventions with the knowledge of the Department Head after giving written notice to the Director of Personnel.
- 20.5 Two Executive Board members may attend the funeral of a Union member without loss of pay. The Union Executive Board may attend the funeral of other Executive Board members or their immediate families without loss of pay.
- 20.6 A written list of Union Officers and other representatives shall be furnished to the Employer immediately after their designation; and the Union shall notify the Employer of any changes.

ARTICLE 21 - HEALTH AND DENTAL INSURANCE

- 21.1 All employees who currently receive health coverage or equivalent shall be covered by the individual or family health insurance program dependent upon the marital status of the employee, payment of which shall be borne fully by the Employer, subject to any limitations contained within the following subsections of this article.
- 21.2 All employees in the bargaining unit shall receive healthcare Plan 65 when eligible while they are employed by the Town.
- 21.3 Effective July 1, 2010 only employees who receive cash payments in lieu of medical and dental insurance in an amount equal to fifty (50%) of the 2009 calendar year working rate for said medical and dental insurance shall continue to be eligible for said payments. Said payment shall be made at the end of the calendar year. New employees and current employees not receiving said

payment as of July 1, 2010 will not be eligible and may not elect to receive said payment in lieu of medical and dental insurance.

- 21.4 Upon expiration of any contracts presently in effect and all future contracts between insurance carriers and the Employer dealing with medical coverage, the Union must approve any change before it is implemented.
- 21.5 Health insurance coverage/Script Drug as provided for in this agreement shall continue for those employees who terminate their service with a minimum of ten (10) continuous years of service and have attained the age of 58 or after completing twenty-six (26) continuous years of service regardless of age.
- 21.6 Where a husband and wife are both employed by the Town and both receive family plan health coverage, where one of the spouses is entitled to receive family health coverage at retirement and the other past the 55th birthday, they can elect to take single plan health coverage for both.
- 21.7 All employees not currently possessing health coverage under Article 21.1 shall be entitled to Healthmate Coast-to-Coast only.
- 21.8 The Town shall allow employees who retire after July 1, 1994 to be placed under the group plan for dental. Such cost for the plan shall be paid by the retiree.
- 21.9 Effective July 1, 2010 employees shall be required to contribute Twenty-five (\$25.00) per pay period toward an individual plan for both health and dental insurance and Thirty-five (\$35.00) per pay period toward a family plan for both health and dental insurance. Said contributions shall be made through payroll deductions.
- 21.10 Effective July 1, 2012 employees shall be required to contribute Thirty (\$30.00) per pay period toward an individual plan for both health and dental insurance and Forty (\$40.00) per pay period toward a family plan for both health and dental insurance. Said contributions shall be made through payroll deductions.
- 21.11 Any member hired on or after July 1, 2016 will not be entitled to healthcare coverage upon or after retirement.
- 21.12 The Town of Johnston Municipal Ordinance (Ordinance 2011-24) is incorporated into this Collective Bargaining Agreement as if fully stated herein. See Ordinance 2011-24 attached as Appendix A.

ARTICLE 22 – ON-THE-JOB INIURY

22.1 All employees shall be guaranteed full salary during periods of incapacity due to the on-the-job injury or accident for a period of ninety (90) calendar days. The Employer has a right to have employees examined by a doctor of their own choosing. If an employee is unable to use annual or personal time due to on-the-job-injury, the balances shall be carried over for one year.

22.2 Light Duty Provision:

A. An employee who is determined to be unfit for his regular duties, whether resulting from an on-the-job injury or a non-job related injury, where he/she is not confined to his/her home and where he/she is determined capable of performing light duty assignments, may in the Town's discretion, be requested to return to work and placed on light duty status. Such light duty may consist solely of duties not normally performed by members of the bargaining unit or may include a combination of both duties.

B. The following subsections shall apply to employee situations involving light duty status:

1. The capability to perform light duty assignments shall be determined by the employee's physician;
2. Prior to reporting for light duty, the employee will be advised in writing as to the type of work that he/she will be required to perform while on light duty. The employee's physician will use said written work description to determine the employee's eligibility for light duty. Employees on light duty shall be allowed to work call-back hours and overtime assignments;
3. Any light duty assignment given to an employee shall in no way impede his/her recovery process;
4. While on light duty, the employee shall be assigned to his/her regular shift;
5. The employee will be granted reasonable time off for injury-related doctor's appointments and/or physical therapy;
6. All light duty assignment are temporary in nature and shall not exceed twelve (12) months in length, unless a subsequent medical review is conducted to determine if additional light duty status is required;
7. Employees on light duty are prohibited from engaging in outside employment, if such employment would impede said employee's recovery and ability to return to full duty status; and

8. Temporary light duty will in no way restrict an employee from exercising his/her rights under the Federal Family medical Leave Act or the Rhode Island Parental and Family Leave Act.

C. If there is any disagreement between the employee's physician and the Town's physician, as to the employee's ability to be placed on light duty status, the two (2) physicians shall designate a third, neutral physician, who shall be paid by the Town and said physician's finding and recommendations as to the employee's light duty status shall be binding on both parties.

1. Selection of the neutral physician. The third neutral physician shall be selected from a list of impartial physicians. The impartial list shall be established by the Town and the Local 1491 at the beginning of the CBA's term. There shall be a minimum of six (6) physicians on the list who shall be used on a rotating basis. Replacements shall be added, as necessary. However, if a specific specialist is needed, said specialist shall be deemed next on the list.

2. No employee shall return to work on light duty status, unless he/she is released by his/her treating physician or the impartial physician to perform such work.

ARTICLE 23 – INCLEMENT WEATHER

23.1 The Personnel Director, upon the approval of the Mayor, may suspend work, without loss of pay, during extreme weather conditions consistent with the Town's duties.

23.2 In the event that clerks and secretaries of any department are released early from work or are required not to report to work due to inclement weather, any such other clerks and secretaries required to report to work or to stay and work normal business hours during extreme weather conditions shall be compensated at one and one-half time their normal rate of pay.

23.3 In the event of excessively hot weather days the following policy will be in place:

a. When the temperature reaches the degree of 92 or above, the DPW highway and Utilities Division staff will be asked to return to the DPW garage to perform duties which are reasonable considering the temperature conditions.

b. At the discretion of the DPW Director, or the Foreman Supervisor, emergency situation or work that must be completed by the end of the day will be excluded from this new policy.

ARTICLE 24 – WORKLOAD

- 24.1 There shall be no increase in workload, nor shall any changes in working conditions be made except by mutual agreement between the Union and the Employer. All employees within the same classification shall have approximately the same work load.

ARTICLE 25 – WORK RULES

- 25.1 Individual work rules may be established in units within the department by mutual consent of the Union and the Employer, provided that they do not conflict with any provisions of this Agreement.
- 25.2 Changes in existing work rules shall not become effective until they have been agreed upon by the Employer and the Union. In addition, when existing rules are changed or new rules are established, all employees are to be notified by the Employer.
- 25.3 The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time they are hired.
- 25.4 All new employees hired after July 1, 2013 within the Department of Public Works and Recreation, except clerical and administrative positions shall be required to have a CDL and Hoisting License.

ARTICLE 26 – SUSPENSION, DISCHARGE & DISCIPLINE

- 26.1 The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time they are hired. With respect to employees who have established their seniority, suspension, discharge or discipline of any such employee may be made only for just cause and in accordance with the following provisions:
- 26.2 All charges against an employee pertaining to discharge shall be made in writing and signed by the person making the same, one *copy* of such charge shall be filed with the Union and one (1) copy with the employee against whom the charges have been made.
- 26.3 In the event the Employer suspends, disciplines, or discharges any employee as a result of such charges, the Local Union President shall immediately be notified in writing and the matter shall

immediately be referred to the third step of the grievance procedure.

- 26.4 No hearing shall be public except by mutual agreement of the Employer, the Union and the employee involved.
- 26.5 The Employee shall be represented by the Union, and the Union shall have the right to designate counsel to represent it and the employee. In a like manner, the Employer and the person filing the charges shall have the right to retain counsel.
- 26.6 The Employee may not be suspended in excess of twenty (20) days in any twelve (12) month period.
- 26.7 A decision in writing shall be forthcoming within five (5) calendar days after the termination of the hearing. A copy of such decision shall be immediately furnished to the Union and to the employee involved, by certified registered mail, return receipt requested.
- 26.8 If at this point the employee is exonerated, he or she will be restored to service without prejudice and shall be compensated for any loss caused by such suspension or discharge.
- 26.9 When a Department Head is not satisfied with the performance of work of an employee, the employee shall be counseled in the presence of his Union Representative in order to help improve the employee's performance of work.
- 26.10 In the event the Union feels that the decision of the Employer is an improper one, it shall have the right to refer the matter to arbitration, as per grievance procedure of the contract. The arbitrator shall have the right to determine the amount of retroactive pay, if any, the employee is due in the event he overrules the Employer's decision with respect to suspension, discharge or discipline.

ARTICLE 27 – GRIEVANCE AND ARBITRATION PROCEDURE

27.1 Definition: Exemption, Exclusivity:

A grievance is a dispute between the Employee or the Union and the Employer which involves the application, meaning or interpretation of the express provisions of this Agreement; provided however, that an Employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this article shall comprise the sole and exclusive dispute resolution process for a grievance.

27.2 Procedural Steps:

Step 1 - Not later than ten (10) days, excluding weekends and holidays, after the event giving rise to the grievance, the employee (or the Union) must submit his or her grievance in writing to his or her department director. The department director or his or her designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the department director or his or her designee not respond with the time period set forth herein, it shall be presumed that the grievance has been denied.

Step 2 - If the grievance is not settled in Step 1, it shall be presented in writing by the employee (or the Union) to the Personnel Director, within five (5) days thereafter excluding weekends and holidays. The Personnel Director shall give his or her written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Personnel Director fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

Step 3 - If the grievance is not settled in Step 2, it shall be presented in writing by the employee (or the Union) to the Mayor within five (5) days thereafter excluding weekends and holidays. The Mayor shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Mayor fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

27.3 **Written Presentation**

All grievances presented in accordance with the procedures set forth in Section 2 shall include: the facts giving rise to the grievance; the provision(s) of the agreement, if any, alleged to have been violated; the names(s) of the aggrieved employee(s); and remedy sought. All grievances shall be signed and dated by a duly authorized Union representative. The Personnel Director or Mayor may request a meeting with the employee and his or her duly authorized Union representative.

27.4 **Time Limitations**

The time limitations set forth in Section 27.2 are of the essence of this Agreement and the failure by an employee (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 27.2, the Employer and the Union may extend them by mutual written agreement.

27.5 **Submission to Arbitration**

Any grievance, as defined in Section 27.1 of this article, that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, may be submitted to arbitration by the Union serving the Employer with a written demand for arbitration within thirty (30) days, excluding weekends and holidays, after the

response of the Mayor is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the employee's and Union's right to demand arbitration.

27.6 The Union's demand for arbitration shall be submitted to the closest local office of the American Arbitration Association with a request that it furnish to the Union and the Employer a list of at least seven (7) qualified and impartial arbitrators. The arbitrator selection process shall be governed by the voluntary Labor Arbitration Rules in effect as of the date of the demand for arbitration. By agreement of the Union and the Town, an arbitrator may be selected outside the auspices of the American Arbitration Association.

27.7 **Binding Effect**

Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

27.8 **Fees and Expenses of Arbitration**

The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Union and the Employers.

ARTICLE 28 – HEALTH AND SAFETY

28.1 The Employer and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.

28.2 A Safety Committee composed of at least two representatives of the Union and at least two Supervisory Personnel shall be appointed. Said committee shall appoint its' own chairman and meet regularly to review safety practices. Both parties agree to abide by all applicable State and Federal health and safety regulations.

28.3 Should an employee complain to his immediate supervisor that his work requires him, to be in any unsafe or unhealthy situations or in violation of acceptable safety rules, the matter shall be corrected immediately. All equipment shall meet Rhode Island safety standards or not be operated. If a question arises over safety, the Director of the Department must certify operational ability prior to use of equipment.

28.4 All equipment shall have assigned an operator. Whenever equipment is reversing, the laborer will remain behind the equipment to guide the operator. Equipment will be provided where a

safety factor exists.

- 28.5 Trucks and equipment may only be operated by properly trained and licensed personnel; all employees driving Town owned vehicles must possess a valid license for that type of vehicle/equipment. Management may periodically request copies of driver's licenses from all employees.

ARTICLE 29 – UNIFORMS AND PROTECTIVE CLOTHING

- 29.1 If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing or protective device shall be furnished to the employee by the Employer, the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the Employer. Employees shall wear uniforms and protective clothing supplied by the Town.
- 29.2 All clerks, floaters, receptionists, dispatchers and animal control officers working at the Police Department and Fire Department shall be granted a \$500.00 per year clothing allowance. Clothing allowance shall be paid during the month of June. It is understood that no employee shall be entitled to more than \$500.00 in any twelve (12) month period.
- 29.3 All new or transferred employees will receive their initial clothing allowance within the first two weeks of employment.
- 29.4 Effective 7/1/05 all members of the bargaining unit who are required to wear safety boots shall receive \$150.00 every two years commencing with the first payment on July 1, 2014.

ARTICLE 30 – LIFE AND ACCIDENT INSURANCE

- 30.1 All employees covered by this Agreement shall be covered by a Twenty Thousand Dollar (\$20,000) Life and Accidental Death and Dismemberment insurance fully paid by the Employer. The Town agrees to furnish all active employees during the period of service a Fifty Thousand Dollar (\$50,000) Death benefit. This benefit shall be a self-insured benefit and shall not constitute life insurance under the provisions of Section 45-21-57 of the General Laws.

ARTICLE 31 - BULLETIN BOARDS

- 31.1 The Employer agrees to provide bulletin board space in Town Hall, Highway Garages, Police and Fire Departments where notices of Employer and Union matters may be posted.

ARTICLE 32 - WORK IN A HIGHER CLASSIFICATION

- 32.1 When an employee works in any assigned higher classification, the employee shall receive the rate of pay commensurate with said classification for the hours worked.
- 32.2 Higher classification work may be required from time to time; Daily assignments at a higher classification shall be limited to six (6) months. Thereafter, said position(s) shall be posted and filled from the bargaining unit.
- 32.3 The Mayor shall designate which employee is to be in charge of any particular department. The Mayor shall select the employee with the highest qualifications and classification.

ARTICLE 33 - WORK IN A LOWER CLASSIFICATION

- 33.1 The Mayor shall designate which employee is to be in charge of any particular department. The Mayor shall select the employee with the highest qualifications and classification.
- An employee shall not lose his/her classification or salary rate if his status is lowered through circumstances brought about by administrative reorganization, except Department Heads, as determined by the Mayor.

ARTICLE 34 - PENSION PLAN

- 34.1 The Employer agrees to continue coverage under the Rhode Island State and Municipal Retirement Act for all Town of Johnston employees covered by this Agreement.
- 34.2 All employees covered by this Agreement who retire on or after January 1, 1993 shall be covered by, the State Municipal Retirement System, Cost-of-Living Option Plan C.

ARTICLE 35 - MATERNITY LEAVE

- 35.1 An employee who becomes pregnant may elect one (1) of two (2) types of leaves that follow:

- 35.2 A leave of absence without pay or benefits for a period of one (1) year. The employee must notify the Mayor in writing at least thirty (30) days prior to the commencement of the leave. The employee will remain covered by the group insurance plans for the duration of the leave and health coverage for a period of ninety (90) days.
- 35.3 Temporary Disability Leave during which all regular salary (provided employee has sick leave to her credit) and benefits will remain in force. This temporary leave will terminate upon release by the employee's physician, but said leave shall not exceed a period of sixty (60) days after birth of said child, except upon medical proof of continuing disability directly related to the pregnancy or childbirth.
- 35.4 Seniority shall continue and shall accrue during all leaves.

ARTICLE 36 - SEVERABILITY

- 36.1 In the event that *any* article, section or portion of this Agreement, or any arbitrator's decision rendered under the terms of the Agreement, is found to be invalid by a decision of a tribunal of competent jurisdiction or is unreasonably inconsistent with a national policy of wage and price controls, or shall have the effect of loss to the Town of funds made available through federal law, then such specific arbitrator's decision, article, section or portion specified in such tribunal decision or so in conflict or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. In such an event, either party shall have the right immediately to reopen negotiations solely with respect to a substitute for *such* article, section or portion. The parties agree to use their best effort to contest any such loss of federal funds which may be threatened.

Except as otherwise expressly provided herein, all privileges and benefits which employees have heretofore enjoyed shall be maintained and continued by the Town during the term of this Agreement.

ARTICLE 37 - UPGRADINGS

37.1 All clerical employees shall receive the following progression in accordance with the following schedule:

YEARS OF SERVICE	CLASSIFICATION & PAY SCALE
Less than 5 years	Clerk I
Completion of 5 years	Clerk II
Completion of 10 years	Clerk III *

*Clerk III (effective July 2, 2002, when the Assistant Court Administrator reaches the level of Clerk III as stated in this Agreement, the rate of pay for said position shall be equal to that of Clerk III.

ARTICLE 38 - LONGEVITY

38.1 All new employees of the Town hired on or after July 1, 2016 will not be entitled to any longevity.

38.2 For all new employees of the Town hired on November 22, 2000, until June 30, 2016, longevity shall be provided in accordance with the schedule below:

YEARS OF SERVICE	AMOUNT
Completion of 5 years	5%
Completion of 10 years	6%
Completion of 15 years	7%
Completion of 20 years	9%
Completion of 25 year	10%

38.3 For all remaining employees, longevity shall be provided in accordance with the schedule below:

YEARS OF SERVICE	AMOUNT
Completion of 5 years	12%
Completion of 10 years	13%
Completion of 15 years	14%
Completion of 20 years	15%
Completion of 25 year	18%

ARTICLE 39 - SEVERANCE PAY

39.1 Severance pay shall accrue at the rate of two (2) days per year of service effective as of the date of hire. At the death of an employee, full accrual of severance pay shall be paid to his beneficiary or estate.

ARTICLE 40 - NON-PERFORMANCE OF BARGAINING UNIT WORK

40.1 No one outside the bargaining unit shall perform work normally done by those within the bargaining unit unless agreement is made with the Union.

ARTICLE 41 - CREDIT UNION DEDUCTIONS

41.1 The Administration agrees to make payroll deductions for employees who so authorize such deductions for remittance to a credit union which is operated under a Federal or State Charter. Deduction will be made at each pay period.

ARTICLE 42 - NO STRIKE OR LOCKOUT

42.1 The Union will not cause, call or sanction any strike, work stoppage, or slow-down, nor will the Employer lock out its employees during the term of this Agreement, or will the Union be held liable for any unauthorized action. At no time, however, shall employees be required to act as

strikebreakers or go through picket lines.

ARTICLE 43 – SAVINGS CLAUSE

- 43.1 Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 44 – SALARY SCHEDULE

- 44.1 Wage rates for bargaining unit employees shall be as they appear in Appendix A.
- 44.2 Employees shall be paid in equal amounts over twenty-six (26) bi-weekly pay periods every other Thursday. In the event that Thursday is a holiday then employees will be paid on Wednesday of that week. (January - December).

ARTICLE 45 – MANAGMENT RIGHTS

- 45.1 The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Town and the employees are vested solely in the Town. For example, but not limited thereto, the Employer shall have the exclusive rights, subject to the provisions of this Agreement and consistent with the applicable laws and regulations:
- A. To direct employees in the performance of the duties of their positions.
 - B. To hire, promote, transfer, assign, and retain employees in positions within the bargaining units and to suspend, demote, discharge, or take other disciplinary action against such employees.
 - C. To maintain the efficiency of the operations entrusted to it.
 - D. To determine the methods, means and personnel by which such operations are to be conducted,
 - E. To relieve employees from duties because of lack of work or for other legitimate reasons.
 - D. To take whatever actions may be necessary to carry out its mission in emergency

situations, i.e. an unforeseen circumstances or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

- 45.2 The Mayor shall have the exclusive right to reassign Utility Department and Recreation employees, during winter months to supplement the work force at the Highway Department.

ARTICLE 46 - TERMINATION OF AGREEMENT

- 46.1 The Agreement shall be as effective as of the first day of July 1, 2016 and shall remain in full force and effect until the 30th day of June 2019.
- 46.2 This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement provided to the other party in the
- 46.3 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have set their hands this the 21st day, in the month of November 2016.

**FOR RI COUNCIL 94, AFSCME, AFL-CIO
ON BEHALF OF LOCAL 1491**

Alexis Santoro 11/18/16

Alexis Santoro, Attorney/Sr. Staff Representative
RI Council 94, AFSCME, AFL-CIO

Michelle DiPetrillo 11-18-16

Michelle DiPetrillo, President, Local 1491
RI Council 94, AFSCME, AFL-CIO

**FOR THE TOWN OF
JOHNSTON, RHODE ISLAND**

Mayor Joseph M. Polisena

Joseph M. Polisena, Mayor
Town of Johnston

William J. Conley, Jr.
William J. Conley, Jr., Town Solicitor
Town of Johnston

APPENDIX A

ORDINANCE 2011-24



Town of Johnston
State of Rhode Island and Providence Plantations

Ordinance 2011-24

014
ADOPTED
DATE 10/11/11
[Signature]

AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 47 OF THE TOWN OF JOHNSTON CODE OF ORDINANCES ENTITLED "PERSONNEL RULES AND REGULATIONS"

Article II of Chapter 47 of the Town of Johnston Code of Ordinances entitled "Personnel Rules and Regulations" is hereby amended by adding thereto the following:

The Town Council of the Town of Johnston hereby ordains:

ARTICLE II, Rules and Regulations.

§ 47-9. Working conditions.

H.

Insurance coverage.

(1) All retirees of the Town of Johnston, as a condition of receiving or continuing to receive retirement payments and health benefits shall enroll in Medicare as soon as he / she is eligible, notwithstanding the provisions of any other statute, ordinance, interest arbitration award, or collective bargaining agreement to the contrary.

(2) *The Town shall adopt the provisions of R.I. Gen. Laws § 28-54-1, and in accordance therewith, shall require all its retirees, as a condition of receiving or continuing to receive retirement payments and health benefits, to enroll in Medicare as soon as he or she is eligible, notwithstanding the provisions of any other statute, ordinance, interest arbitration award or collective bargaining agreement to the contrary. The Town shall reserve the right to negotiate any Medicare supplement or gap coverage for Medicare-eligible retirees, but shall not be required to provide any other healthcare benefits to any Medicare-eligible retiree or his or her spouse who has reached sixty-five (65) years of age, notwithstanding the provisions of any other statute, ordinance, interest arbitration award or collective bargaining agreement to the contrary. The Town provided benefits that are provided to Medicare-eligible individuals shall be secondary to Medicare benefits. Nothing contained herein shall impair collectively bargained Medicare Supplement Insurance.*

This ordinance shall take effect immediately upon its passage.

[Signature]
Councilperson

Approved as to form:

[Signature]
Town Solicitor

July 1, 2016 – June 30, 2017	0%
July 1, 2017 – June 30, 2018	2%
July 1, 2018 – June 30, 2019	2%

APPENDIX B – WAGE RATES

POSITION	July 1, 2016 – June 30, 2017 35 Hrs. Per Wk. 0.0% Increase	July 1, 2017 – June 30, 2018 35 Hrs. Per Wk. 2.0% Increase	July 1, 2018 – June 30, 2019 35 Hrs. Per Wk. 2.0% Increase
Clerk III	\$20.52	\$20.93	\$21.35
Clerk II	\$18.19	\$18.55	\$18.92
Clerk I	\$17.37	\$17.72	\$18.07
Dispatcher III	\$22.80	\$23.26	\$23.73
Dispatcher II	\$20.48	\$20.89	\$21.31
Dispatcher I	\$19.66	\$20.05	\$20.45
Foreman	\$21.27	\$21.70	\$22.13
Foreman Building Dept.	\$21.27	\$21.70	\$22.13
Foreman Mechanic**	\$21.27	\$21.70	\$22.13
Recreation Supervisor	\$21.27	\$21.70	\$22.13
Master Mechanic	\$20.78	\$21.20	\$21.62
Heavy Equipment Operator	\$20.25	\$20.66	\$21.07
Equipment Operator	\$19.64	\$20.03	\$20.43
Skilled Laborer*	\$19.64	\$20.03	\$20.43
Supervisor	\$19.16	\$19.54	\$19.93
Driver/Operator	\$18.78	\$19.16	\$19.54
Animal Control Officer	18.31	\$18.68	\$19.05

Laborer	\$17.75	18.11	\$18.47
---------	---------	-------	---------

Effective 7/1/05 Vac Trucks, Sewer Trucks, Sweepers and Tractors with special attachments shall receive Equipment Operator rate of pay.

*Skilled Labor – work performed by an individual or individuals outside of their normal duties not listed in job description.

** Upon separation of service of the current Foreman Mechanic, the position of Foreman Mechanic shall be abolished.