

**AGREEMENT**

**between the**

**TOWN OF LITTLE COMPTON**

**and**

**LITTLE COMPTON MUNICIPAL EMPLOYEES  
ASSOCIATION/NEARI/NEARI**

**July 1, 2015 to June 30, 2018**

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## AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2015, by and between the TOWN OF LITTLE COMPTON hereinafter referred to as the "Employer", and the LITTLE COMPTON MUNICIPAL EMPLOYEES ASSOCIATION/NEARI, hereinafter referred to as the "Union".

### PREAMBLE

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

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 Union.

### NON-DISCRIMINATION

A. Union Activity: The Town shall not unlawfully discriminate against any employee in the bargaining unit because of membership in, or legitimate activity on behalf of the Union.

B. The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment promotion or training, remembering that the public interest remains in the full utilization of an Employee's skill and ability without regard to consideration of race, color, creed, national origin, sex, or handicapping condition. 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, or because of Union Membership or Non-Membership in the Union.

### ARTICLE 1

#### Union Recognition

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all Employees in the classifications and categories of work covered by this Agreement for the purpose of collective bargaining.

Section 2. All present Employees who are members or who become members of the Union on or after the effective date of this Agreement shall remain members in good standing by the payment of their monthly dues. An Employee is not required to become a member of the Union in order to be employed by the Employer to any of the classifications in the Unit. However, any employee who shall choose not to join the Union and who works in a position covered by this Agreement, shall be required to pay each month an agency fee for the purpose of aiding the Union in defraying costs incurred in connection with its legal obligations and responsibilities as the exclusive bargaining agent of the Little Compton Municipal Employees. Such fee shall in no case exceed the membership dues paid by those who voluntarily choose to join the Union. The Town shall deduct and transmit such fees in the same manner as provided for in Article 5.

Section 3. It is expressly understood by the parties hereto that the Building Official/Highway Supervisor is excluded from the requirements of Union membership.

## **ARTICLE 2 MANAGEMENT RIGHTS**

Section 1. It is understood and agreed that the Employer has the sole right and authority, whether exercised or not, to operate and manage its affairs in all respects except as may have been modified by the express provisions of this Agreement. The rights of the Employer, through its management officials, shall include but are not limited to the following:

- a) The right to determine its mission, policies, and to set forth all standards or service offered to the public;
- b) To write job descriptions in consultation with the Union and direct employees in the performance of their duties;
- c) To plan, direct, control and determine the operations or services to be conducted by its employees;
- d) To plan, direct and control the services of its Employees;
- e) To direct the working forces, including the right to assign work or overtime;
- f) To hire and assign or to transfer employees;
- g) To promote, suspend, discipline or discharge for just cause;
- h) To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
- i) To introduce new or improved methods, equipment or facilities;
- j) To make, publish and enforce rules and regulations;
- k) To take any and all actions as may be necessary to carry out the operations of the Employer in situations of civil emergency.

## **ARTICLE 3 Hours of Work and Overtime**

Section 1. The regular work week for members of the bargaining unit shall be as follows:

- a) Dispatchers - All full time dispatchers shall work a 4-2 work schedule (4 days of work followed by 2 days off). Shifts shall be 3 PM to 11 PM and 11 PM to 7 AM. Part time dispatchers shall work 7 AM to 3 PM on Saturday and Sunday and fill other shifts as available. Dispatchers will be granted two (2) fifteen (15) minute breaks, by the duty officer, during their shift, Breaks to be taken at the workplace (police station).
- b) Secretary/Clerk/Dispatcher shall work between the hours of 7 AM to 3 PM Monday through Friday for a total of 40 hours. Two (2) fifteen (15) minute breaks shall be granted during each eight hour shift. Breaks to be taken at the workplace (police station).
- c) Maintenance Personnel - All maintenance personnel shall work a forty (40) hour work week. In general hours shall be 7:30 AM to 4 PM Monday through Friday with one half (1/2) hour unpaid lunch break. In the case of the worker assigned to run the transfer station the maintenance

foreman will assign hours in accordance with the hours that the transfer station is open.

d) Town Hall Personnel - All Full Time Town Hall personnel shall work a thirty-five (35) hour work week from 8 AM to 4 PM Monday through Friday with a one hour unpaid-lunch break.

e) Matron - Part time as needed basis.

Section 2. Overtime: Time and one-half shall be paid in wages for all work in excess of the normal work shift for all full-time employees covered by this Agreement. It is agreed that subject to agreement by the Department Head the option to receive compensatory time for any overtime worked may be had by an Employee. Compensatory time may be substituted for real wages at a rate of time and one half (1 1/2).

a) For the purpose of computing overtime, holidays occurring during the Employee's regularly scheduled work week are to be considered hours worked for overtime purposes. Vacation time or sick days are not considered hours worked for purposes of this Section unless, however, an employee is ordered to work the extra time within a work week.

b) Any Employee called back for work at any time other than at the beginning or end of a shift he/she is scheduled to work shall be granted four (4) hours of work. This guarantee shall not be applicable to overtime worked consecutively to a scheduled work shift.

Section 3. Part Time Employee: Any employee scheduled to work twenty five (25) hours or less in any one week shall be considered part time for purposes of this Agreement. Part Time schedules shall be set within the hours normally worked by full-time personnel in the same job description and, further, such hours worked by Part Time Employees shall be consecutive hours.

**ARTICLE 4**  
**Wages**

Section 1. Wages set forth below are for Employees covered by this Agreement.

<b>July 1, 2015 through June 30, 2016</b>		<b>(2% raise)</b>		
<u>Classification</u>		Hourly	Bi-Weekly	Annual
Dispatchers (37.5 hrs.):				
	Full & Part Time	\$17.68	\$1,326.86	\$34,498.38
Secretary/Clerk/Dispatcher (40 hrs)				
	Full Time	\$18.12	\$1,449.35	\$37,683.14
Maintenance Personnel (40 hours):				
	Foreman	\$23.16	\$1,852.99	\$48,177.80
	Laborers	\$18.76	\$1,500.58	\$39,015.02
Town Hall (35 hours)				
	Deputy Town Clerk			
	Full Time	\$20.18	\$1,412.48	\$36,724.48
	Deputy Town Treasurer/Clerk			
	Full Time	\$20.18	\$1,412.48	\$36,724.48
Clerks				
	Full & Part Time	\$18.12	\$1,268.25	\$32,974.61
Matron - On call basis only; 1½ x's if on call back				
	Probationary Employee	\$15.05		

**Every employee shall receive a one-time \$500 bonus payable on July 1, 2015 paid by a regular check and not through payroll. Taxes will not be deducted from this check.**

The bi-weekly pay of a probationary employee is determined by multiplying the hourly rate by the hours of work each week (specified in each department above) by a multiple of 2. (e.g. Probationary Clerk: \$15.05 x 35 x 2 = \$1053.50)

The annual pay of a probationary employee is determined by multiplying the above calculation by 26 (i.e., the number of pay periods occurring each year): (e.g., Probationary Clerk: \$1053.50x 26 = \$27,391.00)

July 1, 2016 through June 30, 2017

(2% raise)

<u>Classification</u>		Hourly	Bi-Weekly	Annual
Dispatchers (37.5 hrs.):				
	Full & Part Time	\$18.05	\$1,353.40	\$35,188.35
Secretary/Clerk/Dispatcher (40 hrs)				
	Full Time	\$18.48	\$1,478.34	\$38,436.81
Maintenance Personnel (40 hours):				
40	Foreman	\$23.63	\$1,890.06	\$49,141.36
	Laborers	\$19.14	\$1,530.59	\$39,795.32
Town Hall (35 hours)				
	Deputy Town Clerk			
	Full Time	\$20.59	\$1,440.73	\$37,458.97
Deputy Town treasurer/Clerk				
	Full Time	\$20.59	\$1,440.73	\$37,458.97
Clerks				
	Full & Part Time	\$18.48	\$1,293.62	\$33,634.12
Matron - On call basis only; 1½ x's if on call back				
	Probationary Employee	\$15.36		

The bi-weekly pay of a probationary employee is determined by multiplying the hourly rate by the hours of work each week (specified in each department above) by a multiple of 2. (e.g. Probationary Clerk:  $\$15.36 \times 35 \times 2 = \$1,075.20$ )

The annual pay of a probationary employee is determined by multiplying the above calculation by 26 (i.e., the number of pay periods occurring each year): (e.g., Probationary Clerk:  $\$1,075.20 \times 26 = \$27,955.20$ )

July 1, 2017 through June 30, 2018

(2% raise)

Classification	Hourly	Bi-Weekly	Annual
Dispatchers (37.5 hrs.):			
Full & Part Time	\$18.41	\$1,380.47	\$35,892.12
Secretary/Clerk/Dispatcher (40 hrs)			
Full Time	\$18.85	\$1,507.91	\$39,205.55
Maintenance Personnel (40 hours):			
Foreman	\$24.10	\$1,927.86	\$50,124.19
Laborers	\$19.52	\$1,561.21	\$40,591.23
Town Hall (35 hours)			
Deputy Town Clerk			
Full Time	\$21.00	\$1,469.55	\$38,208.15
Deputy Town Treasurer/Clerk			
Full Time	\$21.00	\$1,469.55	\$38,208.15
Clerks			
Full & Part Time	\$18.85	\$1,319.50	\$34,306.81
Matron - On call basis only; 1½ x's if on call back			
Probationary Employee	\$15.67		

The bi-weekly pay of a probationary employee is determined by multiplying the hourly rate by the hours of work each week (specified in each department above) by a multiple of 2. (e.g. Probationary Clerk:  $\$15.67 \times 35 \times 2 = \$1,096.90$ )

The annual pay of a probationary employee is determined by multiplying the above calculation by 26 (i.e., the number of pay periods occurring each year): (e.g., Probationary Clerk:  $\$1,096.90 \times 26 = \$28,519.40$ )

Section 2 - Shift Differential: There shall be paid a shift differential equal to thirty-five (35) cents per hour for hours worked between the hours of 7 PM and 7 AM. Such to be paid on the last pay period of the month.

Section 3 - Longevity: Full time employees shall be paid longevity equal to the following percentages of their salary to be paid in two increments between July 1 and July 15 and January 1 and January 15 of each year.

Service	Fiscal year through 2015
5 years through 9 years	3%
10 years through 14 years	4%
15 years through 20 years	5%

Over 20 years

6%

All part time employees who become full time employees shall have their part time years prorated towards longevity.

## **ARTICLE 5**

### **Payroll Deduction of Union Dues**

Section 1. The Employer agrees to deduct from the wages of each Employee who has authorized the Employer in writing to do so such initiation fees and monthly dues as the Union shall designate. Such deduction shall be made in the same weekly pay period of each month. The amount of such deductions for Union Dues are to be transmitted to the duly elected Treasurer of the Union by the 8th day of each successive month.

Section 2.- Check off. Upon receipt of a signed authorization from an Employee, the regular monthly dues of the Union shall be deducted from such Employee's pay. The Treasurer of the Union shall notify the Town Treasurer in writing annually of the amount of uniform dues to be deducted.

Section 3 - Indemnification. The Union shall indemnify the Town and any Department of the Town and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Town or any Department of the Town for the purpose of complying with the provisions of this Article.

Section 4. The Union agrees that it shall notify the Town at least thirty (30) calendar days in advance of any changes in the amount of Union dues to be deducted.

## **ARTICLE 6**

### **Seniority**

Section 1 - Definition:

- a) Seniority shall be defined as the total length of continuous full-time service with the Employer. Seniority shall be defined as the length of service within a Department for the purposes of applying for and filling promotional vacancies. In the event that more than one member has identical seniority dates, a lottery shall be the determining factor.
  
- b) Seniority for part time employees shall be based on their regular scheduled hours for any given fiscal year, prorated for any class or position.
  
- c) Seniority shall be acquired by a full-time Employee after completion of six (6) months probationary period, at which time seniority shall be retroactive to the first day of employment. New Employees shall remain probationary until after completion of six (6) months of continuous service from the date of hire. Upon completion of said period, such Employee shall enjoy seniority status from the date of hire. Employees shall have no seniority rights during this probationary period. Their employment may be terminated at any time during the probationary period in the sole discretion of the Employer and the reason for the disciplinary action, discharge, layoff, or dismissal may not be subject to the grievance or arbitration procedures provided for in this Agreement.
  
- d) Within two (2) weeks of each fiscal year, the employer shall provide a separate seniority list for full-time and part-time employees. Each list shall provide:

- 1) total length of continuous full time service with the Employer
- 2) length of service within a Department. A copy of each list shall be given to the President and shall be posted at the beginning of each fiscal year.

Section 2. Accumulation. Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave with pay. Seniority shall not accumulate but shall be retained during any authorized leave of absence without pay.

Section 3. Break in Seniority. 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 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;
- (f) When an Employee is laid off in excess of twenty-four (24) consecutive months;
- (g) When an Employee retires.

## ARTICLE 7 LAYOFF AND RECALL

Section 1. Reductions in Work Force.

(a) The Town in its discretion shall determine whether layoffs are necessary. Layoff shall be for lack of work, lack of funds, and/or other legitimate reasons. If it is determined that layoffs are necessary, Employees will be laid off in the following order:

(1) Probationary Employees; and

(2) In the event of further reductions in force, Employees will be laid off in accordance with their seniority, the least senior within classification being the first to be laid off.

(b) Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall Employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

(c) If an Employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classification held prior to being laid off in the event it subsequently becomes available. If an Employee is recalled to a lower rated job classification, the Employee shall have the right to refuse the recall. The Town shall not hire new Employees in bargaining unit positions as long as there are still Employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

(d) Employees who are eligible for recall shall be given fourteen (14) calendar day's notice of recall and notice of recall shall be sent to the Employee by certified mail with a copy to the Union. An Employee must notify the Town of his/her intention to return within said fourteen (14) calendar day period. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by

the Employee, it being the obligation and responsibility of the Employee to provide the Town Council with his/her latest mailing address.

## ARTICLE 8 Vacancies

Section 1. - Definition: Vacancies shall be filled by appointment by the Town Council. Vacancies shall be defined as the availability of a position due to the resignation, retirement, promotion, death or dismissal of a member of the Bargaining Unit or the creation of a new position.

Section 2. - Vacancies shall be posted for at least seven (7) calendar days on all Union bulletin boards. A copy of all vacancy notices shall be sent to the Association President upon posting.

Section 3. - Any bargaining unit employee may apply in writing for a vacancy. The Town may also fill the vacancy from outside the bargaining unit. However, if qualified, the present employee applying for the vacancy shall be given first preference.

- (a) Any Employee who is interested in filling the vacancy shall apply in writing to the department head within seven (7) working days after said notice has been posted.
- (b) Vacancies shall be filled by transfer of the employee having the greatest seniority within the same classification who has bid for the vacancy. In the event that a vacancy is not filled by transfer in accordance with the aforementioned, it will be filled by a member of the bargaining unit by seniority providing the employee has the qualifications to perform the duties of the job.
- (c) The Town reserves the right to give written examination and/or oral interviews to determine qualification.

Section 4. The successful bidder shall have a trial period of thirty (30) days and, if he/she is relieved of the position for just cause, he/she shall be restored to their former job. An employee may also voluntarily return to their former job or position within thirty (30) days. The position shall then be re-bid or filled by someone who has bid or applied for the vacancy and been placed on a qualified list of applicants.

Section 5. During the period of vacancy, the Employer shall have the right to fill the position on a temporary basis.

Section 6. The Employer may temporarily transfer or promote an Employee from one job to another with the employee's consent. In the event of such temporary transfer where the rate of pay on the job to which the Employee is transferred is greater than his/her own rate of pay, the Employee will receive the higher rate. If transferred to a lower-rated job he/she shall retain the higher rate.

Section 7. Discharges when aggrieved shall be subject to the Grievance and Arbitration procedure set forth in this Agreement.

**ARTICLE 9**  
**Holidays**

Section 1. All full-time Employees covered by this Agreement shall be paid the regular rate of pay for each of the following designated holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Birthday	Veterans' Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Victory Day	½ Day before Christmas
	Christmas Day

Section 2. Should an Employee be required to work a holiday or if the holiday falls on an employee's normal day off, such Employee shall not be deprived of their holiday rights but shall be paid for that day over and above their normal weekly salary at a rate equal to one quarter (1/4) their weekly salary. Official holidays shall not be charged to vacation time.

Section 3. In order to be eligible for holiday pay, an Employee must be on the job and available for work their last full scheduled workday before, and their first scheduled workday after the holiday, except in the cases of an authorized day(s) absence. Such authorization shall not be unnecessarily denied.

Section 4. When any of the holidays listed in Section I falls on a Saturday, the employees shall have the Friday immediately preceding the holiday as a day off with pay. When any of the holidays listed in Section 1 falls on a Sunday, the Monday immediately following said holiday shall be a day off with pay.

**ARTICLE 10**  
**Vacation Leave**

Section I. New hires shall not accrue vacation time during the first six (6) months of employment (i.e., the probationary period); however, upon completion of probation, employees shall accrue one (1) day paid vacation per month for the remainder of the fiscal year. On July 1 following the completion of probation, the employee shall receive vacation days pursuant to Section 2 of this Article.

Section 2. Any full-time Employee who has been in the employ of the Employer for more than one (1) year in aggregate or any employee who has completed the probationary period shall receive ten (10) days of annual vacation with pay per fiscal year. Such days shall be allotted to the employee as of July 1 of each year.

Section 3. Any Employee who has completed five (5) years employment shall be granted fifteen (15) days' vacation leave each fiscal year with pay. Such days shall be allotted to the employee as of anniversary date of each year.

Section 4. Any Employee who has completed ten (10) years employment shall be granted twenty (20) days' vacation leave each fiscal year with pay. Such days shall be allotted to the employee as of anniversary date of each year.

Section 5. Any Employee who has completed fifteen (15) years employment shall be granted twenty-

five (25) days' vacation leave each fiscal year with pay. Such days shall be allotted to the employee as of anniversary date of each year.

Section 6. Any Employee covered by this Agreement taking leave of absence without pay shall have vacation leave reduced proportionately representing the period of such absence.

Section 7. Any Employee may elect to take vacation days one or more days at a time provided that notification is received on or before the first day of the month in which the vacation begins. With less than thirty (30) days written notice for requested vacation time vacation may be taken provided operating conditions permit, and/or the employee requesting vacation can arrange for a replacement in the classification of employment where necessary.

Section 8. Seniority shall be the determining factor by the Department Head in the selection of vacation leave where one or more Employee may request at the same time the same vacation days.

Section 9. Vacation time shall be scheduled with the permission of the respective Department Head and shall not be unreasonably withheld when consistent with continued efficient operations.

Section 10. Employees may carry over up to five (5) days of accumulated vacation per year; thus, a maximum balance of five (5) vacation days may exist at the beginning of the fiscal year. Such days are in addition to the annual allotment provided above. The employee may choose to receive compensation in lieu of any unused vacation remaining on June 30 of any contract year. The compensation shall be at straight time with no added compensation that they may have been entitled to if they had actually worked.

Section 11. When the service of an employee shall be terminated by retirement or death, if such employee shall not have used actual vacation time equal to his/her vacation credit, such employee or his/her estate shall, on such termination, be entitled to receive full pay, pro-rated for the part of the fiscal year actually worked, for each hour of vacation to his/her credit as of the date of termination. Said pay shall be at the employee's hourly rate at the time of termination.

Section 12. The right to substitute at any time shall be permitted provided that permission to substitute must be obtained from the Department Head. The substitution must be voluntarily taken and it is agreed that the Employee requesting said substitution will be responsible for his/her replacement to fill the scheduled shift and/or part of scheduled shift.

Section 13. All part time employees who become full time employees shall have their part time years pro-rated towards vacation.

## **ARTICLE 11**

### **Sick Leave**

Section 1. All full time members of the bargaining unit, employed continuously by the Town for at least six (6) months, shall be entitled to sick leave with pay.

(a) Sick leave shall be granted for attendance upon immediate members of the family of the Employee whose illness requires the care of such Employee, provided that not more than four (4) working days with pay shall be granted to Employees for this purpose. The immediate family shall include father, mother, brother, sister, husband, wife, son, daughter, in-laws, grandparents, grandchildren, significant other, and any additional person living in the employee's household.

Section 2. Sick leave with full pay based upon the Employee's regular straight time hourly rate of pay for full time members of this bargaining unit shall be computed at the rate of one and one half (1½) working days per month, provided, however, that such benefit shall not accrue in excess of one hundred fifty (150) days. Sick leave must be earned before it is granted.

Upon retirement or death, an employee covered by this agreement (or his/her estate) having unused accumulated sick leave shall be paid thirty percent (30%) thereof by the Town at the employee's hourly rate of pay at the time of the employee's retirement or death for all his/her unused accumulated sick days. No part of such payments shall be included in the employee's compensation for the purpose of calculating pension benefits.

Section 3. A Department Head may require a physician's certificate for each sick leave with pay covering an absence of more than five (5) consecutive working days.

Section 4. Sick leave shall be payable only with respect to a workday on which the Employee would otherwise have worked, and shall in no event apply to an Employee's scheduled day off, holiday, vacation, leave of absence or to any day for which an Employee has received full pay from the Employer.

Section 5. Any Employee returning from sick leave or injury may, at the option of the Town, be required to undergo a physical examination, at the expense of the Town, by a doctor chosen by the Town, as proof of such Employee's fitness for work.

Section 6. An employee must notify the Department Head as early as possible, but in no event less than thirty (30) minutes before his/her regular schedule starting time, of his/her intent to use authorized sick leave, whenever feasible.

Section 7. Whenever an Employee shall be on sick leave, the employee shall notify his/her Department head or the Dispatcher on duty prior to work on the workday of his/her anticipated absence. However, this shall not apply to any Employee who is out for more than three (3) consecutive work days for any physical incapacity or disability.

Section 8. Accrued sick leave balances shall be provided to all employees in writing on a yearly basis.

Section 9. The Town may grant an employee additional sick leave. Such a grant shall be solely at the discretion of the employer.

## **ARTICLE 12 Leave of Absence**

Section 1. It is agreed that, upon written application, an Employee with full time status may be granted a leave of absence without pay, not to exceed one (1) year, for reason of personal illness or disability.

Section 2. All leaves of absence without pay are to be requested from the Town in writing as far in advance as possible, stating the reason for the leave and the amount of time being requested. A written reply granting or denying the request shall be given by the Town within thirty (30) days.

Section 3. Leaves of absence without pay may be granted for personal reasons for periods not to exceed twelve (12) calendar months. To insure uniformity of practices, all requests shall be in writing and shall only be granted with recommendation from the Department Head and the approval of the Town Council. Such leave shall be granted only when it will not result in undue prejudice to the interest of the Town, and

the employee guarantees to serve the Town for at least one (1) year after return from such leave.

Section 4. Employees on leave of absence without pay shall have the opportunity to purchase health benefits at the Town Group rate.

Section 5. When an employee returns from a leave of absence, he/she shall be reinstated in the position he/she previously held if the position still exist. When the previously held position no longer exists, the returning employee shall be permitted to exercise his/her job classification seniority.

### **ARTICLE 13 Bereavement Leave**

Section 1. All full time Employees of the bargaining unit shall be allowed leave, without loss of pay, because of the death of a mother, father, husband, wife, child, brother sister, mother-in-law, father-in-law or other members of the immediate household, provided that, in such cases, the leave shall not exceed more than five (5) working days.

Section 2. In the case of all other relatives not in the above paragraph, leave of absence of one (1) day may be granted. The same would also apply to a significant other.

Section 3. If a death occurs in the immediate family during the employee's vacation, the days, not to exceed five (5), following within the funeral week will not be charged to vacation time.

### **ARTICLE 14 Special Time Off**

Section 1. The President and one other officer of the Association shall be granted reasonable time off during working hours without loss of pay for negotiations and grievance hearings related to the Agreement. Reasonable advance notice shall be given to the appropriate Department Head.

Section 2. The Union shall furnish the Employer and appropriate Department Heads with a list of stewards and shall, as soon as possible, notify said appropriate Town officials in writing of any changes thereto. The Town agrees to provide bulletin board space in the Town Hall and Police Department where notice of Union matters may be posted.

Section 3. The President or his/her designee shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances, including attending grievance hearings with the Department Head, the Town Council, and/or arbitrator.

Section 4. All full time employees may take two (2) personal days. Chargeable to sick leave.

### **ARTICLE 15 Health Insurance**

Section 1. The Employer shall provide all full time employees of the bargaining unit with Blue Cross/Blue Shield Healthmate Coast-To-Coast and Major Medical (\$1,000,00.00 Limit) benefits (Family Plan or Individual as may be needed) plus Delta Dental Plan Levels I, II, and IV for the individual or family as may be needed. Script will be provided to all full time employees covered by this agreement.

Effective July 1, 2015, Employees receiving family healthcare insurance coverage through the Town shall contribute four and 2/10 percent (4.2%) of his/her annual salary toward the healthcare premium. Deductions shall be made from the bi-weekly pay on a pre-tax basis.

Employee contributions for Individual coverage will be maintained at 40% of the contribution of a family plan. See chart below for bi-weekly deductions.

The bi-weekly deductions for workers selecting individual coverage will be:

	2015-2016	2016-2017	2017-2018
Dispatchers	\$22.30	\$22.74	\$23.20
Secretary/Clerk/Dispatcher	\$24.35	\$24.84	\$25.34
Maintenance			
Foreman	\$31.13	\$31.76	\$32.39
Laborer	\$25.22	\$25.72	\$26.23
Deputy Town Clerk	\$23.73	\$24.20	\$24.69
Deputy Town Treasurer/Clerk	\$23.74	\$24.21	\$24.70
Clerks	\$21.31	\$21.74	\$22.17

The bi-weekly deductions for workers selecting family coverage will be:

	2015-2016	2016-2017	2017-2018
Dispatchers	\$55.73	\$56.85	\$57.98
Secretary/Clerk/Dispatcher	\$60.88	\$62.09	\$63.34
Maintenance			
Foreman	\$77.83	\$79.39	\$80.97
Laborer	\$63.03	\$64.29	\$65.57
Deputy Town Clerk	\$59.33	\$60.51	\$61.73
Deputy Town Treasurer/Clerk	\$59.32	\$60.51	\$61.73
Clerks	\$53.27	\$54.34	\$55.42

Probationary Employees shall contribute the same percentage of salary as other bargaining unit members according to the healthcare plan selected (individual or family coverage).

If it is determined by the Town that the Employee's spouse is covered by another health insurance plan, the Town shall pay for individual coverage for the Employee, or provide, on an annual basis to the Employee, the amount of fifty (50%) percent of an individual coverage cost in lieu of health insurance coverage. Said payment to the employee shall be made on June 30th.

Employees covered by this Agreement shall not be provided health insurance benefits pursuant to this Article if the Employee's spouse is also employed by the Town and is receiving family health coverage which is paid for by the Town.

Section 2. Employees may reenter the Article 15 Section 1. health insurance plan on the anniversary date of each year. In cases of a change in family status or employment, employees may reenter the plan before the anniversary entry date.

Section 3. The parties agree to jointly review proposals from health care providers for the coverage provided by this Article and reserve the right to change carriers and/or administrators by mutual agreement.

Section 4. Both the Town and the Union agree to participate in future discussions about converting the healthcare plan to a High Deductible Plan with a Health Savings Account, with the possibility of reopening the contract should both parties agree to such a conversion.

## **ARTICLE 16**

### **Pension**

Section 1. All full time Employees of the bargaining unit are included in the Town's Pension Plan. On July 1, 2000, the Town will amend the Pension Plan changing the "Average Compensation" to the three (3) highest calendar years of salary earned and the formula in "Normal Retirement Benefit" to 1.65%. Effective July 1, 2000, the monthly retirement benefit of a Participant who has retired and is receiving his monthly benefit on July 1, 2000 shall be increased annually by two percent (2%) as of July 1 of each year to reflect a cost of living increase. The monthly retirement benefit of each Participant who retires after July 1, 2000 and is receiving his monthly benefit shall be increased annually by two percent (2%) as of each anniversary of the Participant's retirement date, commencing with the first anniversary of his retirement date, to reflect a cost of living increase.

Section 2. Employees hired after July 1, 2012 will contribute seven percent (7%) of their annual salary.

Section 3. Cost of living adjustments provided by the Pension Plan will be applied only to the first \$25,000 of a retiree's pension for Employees who retire after July 1, 2012.

## **ARTICLE 17**

### **Grievances and Arbitration Procedure**

Section 1. Grievance: It is mutually understood and agreed that all grievances of Employees or the Employer arising out of the express provisions of this Contract shall be dealt with as provided in this Article.

A "grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment of an employee or group of employees and/or upon the interpretation, meaning or application of any of the provisions of this Agreement.

Section 2. A Union steward or officer shall be guaranteed sufficient time off during working hours to seek to settle grievances without loss of pay. An aggrieved Employee shall have a right to Union representation, including counsel, through 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 grievance to the Department Head in writing, within ten (10) working days of the Employee's knowledge of the occurrence of a grievance. The Department Head shall have five (5) working days to respond to the grievance. Said response shall be in writing. Any grievance which is not presented within ten (10) working days of the date of the occurrence shall be deemed to have been waived.

Step 2. If unable to reach a satisfactory adjustment within five (5) working days, the Union shall submit the grievance in writing to the Town Council within ten (10) subsequent working days. A response to the Union by the Town Council must be in writing within twenty-one (21) working days of receipt of the written grievance.

Section 3. Notwithstanding those steps outlined above, said 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 to this Agreement.

Section 4.

(a) 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.

(b) The Arbitrator shall hold a hearing and his decision shall be final and binding upon the parties, subject to any limitation of law. The expenses of such Arbitration 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. Further, it is understood by both parties that only grievances arising out of the provisions of this contract relative to the application and interpretation thereof, may be submitted to arbitration.

(c) The submission to arbitration must be made within fifteen (15) working days of receipt of the Town Council's answer, as stated in Step 2 of Section 1 above, or else it shall be deemed to have been waived.

(d) 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 perform duties, nor will the Employer lock out its Employees during the terms of this Agreement over any matter which is subject to final and binding arbitration.

## **ARTICLE 18**

### **Discipline and Discharge**

Section 1. It is agreed that nothing herein shall in any way prohibit the Town from discharging or otherwise disciplining any Employee regardless of his/her seniority, for just cause. Grounds for discipline and/or discharge shall be related to performance or misconduct.

Section 2. If an Employee's 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. No Employee shall talk to a Supervisor in a manner that will embarrass the Supervisor before other Employees or the public.

Section 3. The Town agrees that in order to avoid arbitrary firings when a Department Head is not satisfied with the overall performance of the work of any Employee, the Employee shall be counseled in order to help improve the Employee's performance.

Section 4. It is understood that Employees shall comply with all rules and regulations made by the Town. Employees shall execute the instructions and orders of supervisors. In the event an Employee shall refuse to comply with a rule or regulation, or shall refuse to execute an instruction or order of a supervisor, the Town shall have the right, at its option, to suspend, or discharge the offending Employee.

#### **ARTICLE 19 Personnel Files**

Section 1. An employee shall, upon request during normal business hours, be permitted to examine his/her personnel file, provided, however, that any letters of recommendation solicited in connection with his/her initial employment shall not be available to that employee. The employee shall have the right to reproduce any document in the employee's personnel file.

Section 2. No materials derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless he/she has had an opportunity to review and initial the material. The employee may elect to file a response to said material and/or submit the matter to the grievance procedure. The employee's signature/initials shall not necessarily indicate agreement with its content. Materials shown to be false and/or unsubstantiated shall be removed from the personnel file.

#### **ARTICLE 20 Miscellaneous**

Section 1. Seasonal Employees shall not be entitled to vacation, sick leave, bereavement leave, health benefits, or any other benefits set forth in this Agreement and allowed to full time Employees.

Part time Employees shall not be entitled to sick leave, health benefits, or any other benefits set forth in this Agreement and allowed to full time Employees except as follows. Part time Employees shall be entitled to bereavement leave and vacation time. Such time shall be accrued on a pro-rated basis corresponding to the individual's regular work schedule. (e.g., an employee employed on a half-time basis shall accrue six days vacation on his/her first anniversary; an employee employed on a half-time basis shall be entitled to up to 2 ½ days bereavement leave for any family member indicated in Article 13.1.)

Section 2. Giving, rendering, or paying any money, service, or other valuable thing for, on account of, or in connection with an appointment, promotion, or proposed appointment or promotion is prohibited.

Section 3. Course Reimbursement: Tuition for courses relating to the employee's work will be reimbursed in full including books and supplies. All course reimbursement shall only be with the approval of the department head at least thirty (30) days in advance of the course starting date. Approval from department head shall not be unreasonably denied.

Section 4. In the event any Employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said Employee, in the performance of his or her duties as an Employee of

the Town, the Town agrees to provide such Employee with all necessary legal assistance and further agrees to pay any judgment rendered against such Employee in any such proceedings, provided however, that it is determined by the Town that said Employee acted outside the scope of his/her employment, was under the influence of alcohol or drugs, or was criminally negligent in the performance of his duties or conduct, then the provisions of this Section shall not apply.

Section 5. Notice of an On the Job Injury. It is agreed by the Town that notification will be given by the Employee to the Town within twenty-four hours of alleged injury to have been sustained by any Employee arising out of and in the course of their employment. Said notification shall be given to the Union Steward and the Department Head. On the job injury shall not be deducted from sick leave.

Section 6. Payroll checks shall be enclosed in sealed envelopes before being dispersed if so requested by employee.

Section 7. No employee shall be required to work or participate in hazardous situations for which he/she has not been properly trained and/or is not specified in the individual's job description.

Section 8. The Town agrees to provide a safe, clean, environment in all places of employment.

Section 9. Life Insurance: All full time Employees covered by this Agreement shall be entitled to fully paid group term life insurance in the amount of five thousand (\$5,000.) dollars. Parties agree to continue discussion of increasing group life insurance by providing fixed amount (\$600.00) for Unions own life insurance policy. The Association will investigate the amount of insurance that can be purchased by the Association for members of the bargaining unit.

#### **ARTICLE 21**

##### **Severability**

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

#### **ARTICLE 22**

##### **Agreement**

Section 1. This Agreement between the Town of Little Compton and the Little Compton Municipal Employee's Association contains the entire Agreement between the parties.

Section 2. For the purpose of this agreement, the calendar year shall be July 1st through June 30th.

Section 3. 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 hereto.

#### **ARTICLE 23**

**Duration of Agreement**

Section I. The terms and conditions of this Agreement shall be effective as of July 1, 2015 and shall continue in full force and effect through June 30, 2018 and from year to year thereafter unless either party hereto at least one hundred twenty (120) days prior to the last day in which money can be appropriated by said Town gives written notice to the other party of its intention to terminate or amend this agreement.

IN WITNESS WHEREOF, The said Town of Little Compton has caused this instrument to be executed and its corporate seal affixed by the Town Council President thereunto duly authorized by the Town Council of the Town of Little Compton as of the day and year first above written, and the said Little Compton Municipal Employees Association has caused this instrument to be signed by its Union Representative and Local Union Steward thereunto duly authorized as of the day and year first above written.

Little Compton Municipal Employees  
Association/NEARI/NEA

Town of Little Compton

*Jan M. Shippee*  
Union President

6/4/2015  
Date

*Shuei Q. Oliveira*  
Local Union Steward Vice-President

6/4/2015  
Date

*William [unclear]*  
Council President

4 June 2015  
Date

*[unclear]*  
Approved as to Form:  
Town Solicitor

6/4/15  
Date