

AGREEMENT

between the

TOWN OF

NORTH KINGSTOWN, RHODE ISLAND

and

RHODE ISLAND LABORERS' DISTRICT COUNCIL

on behalf of

PUBLIC SERVICE EMPLOYEES'

LOCAL UNION 1033

of the

LABORERS' INTERNATIONAL UNION

OF NORTH AMERICA, AFL - CIO

Effective: July 1, 2015 to June 30, 2018

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PREAMBLE

The following Agreement, effective as of the 1st day of July, 2015, by and between the Town of North Kingstown, Rhode Island, hereinafter referred to as the Town, and the Rhode Island Laborers' District Council on behalf of Public Service Employees' Local Union 1033 of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the Union, is recorded in written form to meet the requirements as set forth in Section 28-9.4-5 in the General Laws of Rhode Island, 1956, as amended, such title being known as the Municipal Employees' Arbitration Act. This Agreement is designated to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the Town and to encourage effective service in the public interest.

ARTICLE I
RECOGNITION AND MANAGEMENT RIGHTS

Section 1.1 RECOGNITION. The Town recognizes the Rhode Island Laborers' District Council on behalf of Public Service Employees' Local Union 1033 of the Laborers' International Union of North America, AFL-CIO as the sole and exclusive bargaining agent for all full-time classified employees employed by the Town of North

Kingstown including Department of Public Works, Clerk Typists and Janitors in the Police Department, Library Classified Positions, Animal Warden and part-time employees who work or are scheduled to work twenty (20) hours per week for at least forty-two (42) weeks per year, excluding School Department Employees, Supervisors and all other employees presently covered by Union contracts, pursuant to certification granted by the Rhode Island State Labor Relations Board for the purposes of collective bargaining under the provisions of Section 28-9.4 (Municipal Employees' Arbitration Act), General Laws of Rhode Island, 1956, as amended. Specifically excluded from the unit are the positions of Highway Superintendent, Assistant Highway Superintendent, Water Superintendent, Building Inspector, Comptroller, Deputy Town Clerk, Executive Secretary/Assistant Personnel Officer, Town Engineer, Principal Planner, Recreation Program Director, Senior Clerk Stenographer (Finance Department) and Engineering Inspector. Persons employed in any position created after July 1, 1976 (excepting professional, supervisory and confidential positions) shall be included in the Unit on the thirty-first day of employment. The Town agrees not to change the title of any existing position for the purpose of removing the position from the bargaining unit. The Union recognizes the Town Manager and/or his or her designated representative or representatives as the sole and exclusive representative(s) of the Town of North Kingstown, Rhode

Island, for the purpose of collective bargaining.

The Town further recognizes the Union as the sole and exclusive bargaining agent for such permanent municipal employees as were eligible to vote in the representation election held on April 10, 1992, which covered Bus Driver-Senior Center, Library Aide, Clerical Assistant, Meal Site Supervisor, Outreach Coordinator and Outreach Worker positions. Such employees shall be referred to herein as "under-20-hour-employees" and each provision to this Agreement shall be conclusively presumed not to apply to under-20-hour-employees unless the particular provision expressly states that it does apply to under-20-hour-employees, using that term.

Section 1.2 MANAGEMENT RIGHTS. Except as specifically abridged or modified by any provision of this Agreement, the Town will have, whether exercised or not, all of the rights, powers and authority that it had prior to the date on which the Union first became the representative of any of the employees covered hereby, including but not limited to the following: determine the standards of service to be offered by its departments and agencies; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for just cause; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete

control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement. This provision shall apply to under-20-hour-employees.

Section 1.3 NO STRIKE; NO LOCK-OUT. The Public Service Employees' Local Union 1033, Laborers' International Union of North America, AFL-CIO for itself and for all employees covered by this Agreement, hereby agrees that neither the Union nor any employee will call, support or engage in any work stoppage, slowdown, strike or any other action directed against the Town or any of its officials or managers, that would impede the proper functioning of the Town Government at any time, and they will not give assistance, encouragement or support to any such action(s). The Town agrees that it will not lock-out any employees at any time. This provision shall apply to under-20-hour-employees.

Section 1.4 NO DISCRIMINATION. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, religion, creed, national origin, political affiliation or union membership. This provision shall apply to under-20-hour-

employees.

Section 1.5 AGENCY SHOP. During the term of this Agreement, every employee in the bargaining unit who is not a member of the Union shall, commencing on the thirty-first (31st) day of employment, as a condition of employment, pay to the Union a monthly service charge for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities as the exclusive bargaining agent of the employees in the bargaining unit.

Section 1.6 DUES DEDUCTION. A. The Town shall deduct from the wages of employees covered by this Agreement, in accordance with the express terms of a blanket authorization form provided by the Union and signed by the individual employee, the monthly dues of the Union or service charges. Such deductions shall be made bi-weekly, and shall be forwarded to the Treasurer of the Union together with a check-off list setting forth the names of the employees and the amounts of deductions.

B. The obligation of the Town for funds actually deducted under this Section terminates upon delivery of the deductions so made to the person authorized by the Union to receive such amounts from the Town.

C. The employer will remit the deduction withheld bi-weekly to the Secretary-Treasurer of Local Union #1033, 410 South Main Street, Providence, R.I. 02903 listing the employee's name, identification

number and the amount of dues deducted.

D. All of the provisions in this Section 1.6 shall apply to under-20-hour-employees.

E. The Union shall indemnify the Town and hold it harmless, and shall pay the legal fees and costs of the Town in defending, any and all claims of any kind arising out of this Section 1.6 or Section 1.5, or as a result of the Town's compliance with Section 1.5 or Section 1.6.

Section 1.7 PROBATION TIME. Probationary status and duration shall be as provided in the Personnel Rules and Regulations, but notwithstanding any provision in the Personnel Rules and Regulations to the contrary, the probation period for all employees covered by this Agreement shall be one hundred eighty (180) of the employee's working days from the date of employment. This provision shall apply to under-20-hour-employees.

ARTICLE II
GRIEVANCE AND ARBITRATION PROCEDURE

Section 2.1 GRIEVANCE PROCEDURE. It is mutually understood and agreed that all grievances of employees, or the employer, arising out of the provisions of this contract shall be dealt with as follows:

A. Within five (5) working days from the date on which a member knows or reasonably should know of the alleged grievance, he, she, or a steward of the Union shall present it in writing to his or her

department head. To the extent the Union knows or reasonably should know at the time the grievance is filed, the written grievance shall specify the act or omission ("occurrence") being grieved, the section or sections of the contract allegedly violated, the name of the employee or employees who are aggrieved, the time and place of the occurrence and the remedy sought. The written grievance shall be signed by the aggrieved employee(s) or by an officer or agent of the Union. The department head shall respond to the grievance in writing within five (5) working days after receipt of the grievance.

B. In the event the alleged grievance is not resolved in the foregoing manner, the Union shall present such grievance herein to the Town Manager. The request to meet with the Town Manager shall be made in writing by a steward of the Union immediately after receipt of denial of the grievance in Step A, but in no case shall the request be made more than five (5) calendar days after receiving such denial. The Town Manager shall meet with a steward of the Union and the aggrieved member and/or his or her designated representative, which representative shall be an authorized union representative, within seven (7) working days from the receipt of the request for the meeting. Within five (5) working days thereafter, the Town Manager shall render his or her decision in writing to the Union.

C. In the event the alleged grievance is not resolved in the foregoing manner, the grievance shall, at the request of the Union,

be referred to the American Arbitration Association in accordance with its rules and regulations.

The submission to arbitration must be made within ten (10) days of the receipt of management's answer, as stated in Step B above, or it shall be deemed to have been waived.

The arbitrator shall hold a hearing within ten (10) days of his or her appointment, and his or her decision shall be final and binding upon the parties. The expenses of such arbitrator shall be borne equally by the parties. The arbitrator shall have no power to alter, amend, add to, or deduct from the provisions of this Agreement. The arbitrator shall not substitute his or her discretion for the Town's where such discretion has been retained by the Town under this Agreement.

D. The term "working days" shall mean days on which the agency for which any of the aggrieved employees work is open for business as usual.

E. All of the provisions of this Section 2.1 shall apply to under-20-hour-employees.

Section 2.2 If a member or the Union fails to process the alleged grievance within the time period set forth in Paragraph A above, it shall not be considered a grievance for determination under the provisions of this Agreement. All other time limitations referred to in Paragraphs A through C above may be waived by mutual

written agreement between the parties. This provision shall apply to under-20-hour-employees.

Section 2.3 It is expressly understood and agreed that the within grievance procedure does not apply in cases of transfer, suspension, demotion or discharge of a member. The rights and remedies of the parties in such cases are governed by the Personnel Ordinance (Chapter 31, as amended) and the Personnel Rules and Regulations, as amended. This provision shall apply to under-20-hour-employees.

ARTICLE III
PERSONNEL, PAY AND BENEFITS

Section 3.1 JOB DESCRIPTION, CLASSIFICATION AND PAY.

A. Each position in the bargaining unit shall have a job description, a copy of which shall be furnished to the Union upon request.

B. The pay rates and pay ranges for job classifications in the bargaining unit for the fiscal years 2016 to 2018 shall be set forth in Appendix A, reflecting for Fiscal Year 2015-2016, a one and one half (1.5%) percent increase; for Fiscal Year 2016 to 2017, a one and three quarters (1.75%) percent increase; and for Fiscal Year 2017-2018, a two (2.0%) percent increase. This provision shall apply to under-20-hour-employees.

C. COMPENSATION FOR TEMPORARY UPGRADING. Temporary upgrade pay

shall be authorized when an employee is acting in a position of higher rank commencing with the start of the sixth (6th) consecutive work day that said employee is acting in the position of higher rank.

Section 3.2 LONGEVITY PAY.

Longevity payments to the full-time and part-time employees in the bargaining unit hired on or before June 30, 2012 shall be based on the following scale:

Aggregate Years of Continuous Service	Total Annual Longevity Payments
7 but less than 11 years	3% of Base
11 but less than 15 years	5.5% of Base
15 but less than 20 years	8% of Base
20 years or over	10.5% of Base

Longevity payments to the full-time and part-time employees in the bargaining unit hired on or after July 1, 2012 shall be based on the following scale:

Aggregate Years of Continuous Service	Total Annual Longevity Payments
11 but less than 15 years	2% of Base
15 but less than 20 years	3% of Base
20 but less than 25 years	4% of Base
25 years or over	5% of Base

B. Said longevity payment shall not affect the annual increment to which an employee is entitled but is compensated for continued and faithful service to the Town.

C. Subsequent to July 1, 1976, a member who enlists in the Armed Forces of the United States (i.e., Army, Navy, Air Force, Marine

Corps and Coast Guard) shall not have such time spent on active duty included in determining the number of aggregate years of Town service, unless otherwise required by law.

Section 3.3 PERSONNEL. The Town and the Union shall recognize and adhere to all provisions of ordinances and laws, and they shall also adhere to the provisions of the Town's Personnel Rules and Regulations not otherwise superseded by the terms of this Agreement.

Section 3.4 INSURANCE.

A. For eligible employees, the Town shall offer the following coverages in a group plan, as long as such group plans remain commercially available to the Town, for family and individual coverage, as appropriate, and as long as no alternative national health care plan has been enacted by the federal government: (a) an HMO plan substantially similar in plan design to the one existing as of the date of execution of this Agreement, with student rider to age 25 (unless otherwise required by law), or; (b) for employees who were eligible for Town-paid healthcare coverage prior to April 1, 2000 a PPO Plan with student rider to age 25 (unless otherwise required by law), for full-time permanent employees. Effective July 1, 2012, the following co-pays and deductibles shall apply to both the PPO plan and the HMO plan: \$250 in-network annual deductible (individual plan) / \$500 in-network annual deductible (family plan); \$20 primary office visit co-pays; \$25 specialist office visit co-pays; \$50 Urgi-center

co-pays; \$200 emergency room co-pay. All employees who become eligible before April 1, 2000 shall be entitled to the PPO Plan, as modified by the parties from time to time, or a less costly plan only. All employees who become eligible on or after April 1, 2000 shall be eligible only for health insurance coverage pursuant to the HMO plan, as it may be modified or substituted for hereafter. Effective July 1, 2012, all employees shall contribute twenty percent (20%) of the cost of health and dental insurance coverage.

The Town will continue to make payments to a fund designated by the Union to provide prescription coverage. The Town's monthly prescription premium contribution for eligible employees shall be one hundred sixty-two dollars (\$162.00). The Town's prescription premium contribution shall increase for each eligible employee on July 1, 2010 to \$182.00, and July 1, 2011 to \$202.00. Effective July 1, 2014, the Town's prescription premium contribution will increase by ten percent (10%) for each eligible employee. The Town's prescription premium contribution shall increase for each eligible employee on July 1, 2016 to \$234.20, and on July 1, 2017 to \$246.20. The Town may withdraw from the Union's designated prescription plan at any time, without penalty, upon 60 days' notice, and the Town then will restore prescription coverage pursuant to its PPO or HMO plan, as applicable. The Town shall forward said premium, on behalf of all eligible employees, to the fund designated by the Union to provide

prescription coverage no later than the twentieth (20th) day of the succeeding month for the prior month.

Part-time employees and under-20-hour-employees within the Unit shall be allowed to purchase the above insurance coverage through the Town's group plan, at the expense of the employee and said payment shall be made through a bi-weekly payroll deduction.

B. The Town shall pay, during the term of this Agreement, the full cost of family or individual coverage, as appropriate, for Delta Dental Levels I-IV with a Student Rider to age 23 for all employees covered by this Agreement, subject to the 20% (twenty percent) contribution required of all employees. Coverage for crowns shall be 80% and the annual employee maximum shall be \$2,000.

C. The Town shall provide and pay for a group life insurance policy in the amount of \$50,000. This policy shall include double indemnity for death occurring during or arising out of employment with the Town for each full-time employee while they are in the employ of town. The Town reserves the right to self insure this benefit.

D. MEDICAL INSURANCE FOR RETIREES. Effective July 1, 1989, any employee covered by this collective bargaining agreement at the time of his or her retirement from employment with the Town of North Kingstown, and who has been employed by the Town as a full-time employee, and commences to receive a retirement benefit, shall, upon

retirement, be eligible to receive, with his or her spouse, at the expense of the Town, subject to the 20% co-pay for employees hired after March 31, 2002 and the cap applicable to those after June 30, 2004 and the co-pay applicable to those retiring on or after January 1, 2012, the medical plan in effect for that employee at the date of retirement plus prescription coverage (either Major Medical or SCRIP) to age 65. The above eligible employees (i.e., those retiring with at least 20 or 25 years of full-time service, as applicable) who retire on or after January 1, 2012 may receive medical benefits only if they also pay in advance each month the same percentage of the health insurance premium that they were required to pay as employees at the time they retired. Employees hired on or after 9/24/08 who achieve eligibility for benefits under this subsection D shall be entitled to single coverage only, subject to their payment in advance each month of the percentage of premium they were required to pay at the time of retirement.

For employees retiring on or after July 1, 2004, the Town will not pay for prescription coverage through the insurer, but instead will, until they become qualified for Medicare, continue making payments for such coverage to the fund designated by the Union to provide prescription coverage provided that the retiree maintains membership in the Union. Effective July 1, 2009, the Town will pay \$180 per month for such prescription coverage; effective July 1, 2006

the Town will pay \$200; and, effective July 1, 2007 the Town will pay \$220 for such prescription coverage. Effective July 1, 2014, the Town's contribution for such prescription coverage shall increase by ten percent (10%). Such retirees and their spouses, if the retiree's full-time service commenced prior to September 24, 2008, shall be provided a Medicare supplement substantially similar to the one in effect on the date of execution of this Agreement for life upon the attainment at age 65, or at such other age required for eligibility as long as such a plan is commercially available. Retirees may opt for a more costly supplement if it is available from the Town's then-insurer by paying the difference in cost monthly in advance. No Medicare supplement coverage will be provided for retirees who become full-time employees after September 24, 2008. Such retirees will be eligible, however, to purchase a Medicare supplement at the employer's group rate, solely at the retiree's cost. All full-time employees who become full-time on or after 9/24/08 shall participate in a Health Savings Account ("HSA") by contributing \$.05 per hour with the fund being used for purchase of such Medicare supplemental coverage.

The Town's obligation to provide such medical health coverage shall be suspended if the retiree accepts employment elsewhere and receives from this employer equivalent medical health coverage. The Town's obligation to provide medical health insurance coverage shall

also be suspended if the employee receives equivalent coverage pursuant to a policy held by the employee's spouse. At the request of the Town, the employee shall be obligated to provide proof that he or she is not receiving equivalent coverage from another source.

Effective October 15, 1993, employees retiring must have served a minimum of twenty (20) full years as full-time employees of the Town in order to be eligible for this benefit. Effective July 1, 2012, employees retiring must have served a minimum of twenty-five (25) full years as full-time employees of the Town in order to be eligible for this benefit; however, employees who have served a minimum of twenty (20) full years as full-time employees of the Town and who are eligible to retire on or before June 30, 2017, will be eligible for this benefit, notwithstanding the twenty-five (25) full years as full-time employees eligibility requirement taking effect July 1, 2012.

E. With thirty (30) days' notice to the Union and all employees covered by this Agreement, the Town shall have the right at any time during this Agreement to provide equivalent benefits under different plans and from different providers, for all benefits contained in this Section 3.4.

F. ALTERNATIVE HEALTH OPTION. Upon presentation of proof of alternative health care coverage pursuant to a non-Town paid plan satisfactory to the Town, employees eligible for paid health care

insurance under this Agreement may choose not to be covered under the Town's group health insurance policies. Eligible employees hired on or before June 30, 2012 enrolled in a family plan making this choice shall receive fifteen hundred dollars (\$1,500.00) for family plan coverage for each full contract year in which they are not covered for family coverage and for those dropping individual coverage, the compensation shall be seven hundred fifty dollars (\$750.00) of the Town's cost for individual coverage for each full contract year of non-coverage by a Town plan. The parties understand and agree that neither employees whose spouses are employed by the Town nor those who have not in the past chosen to be covered by Town policies shall be eligible for this benefit. Provided, however, that employees who enjoy dual coverage as of September 1, 1993 shall be eligible for this benefit. For each year in which the employee opts out under this Section, he or she shall receive no coverage pursuant to this Article, except that employees may opt back into the Plan in the event of a Major Life Event causing loss of alternative coverage, such as death or loss of employment of a spouse. Payments to employees under this provision shall be made at the end of each contract year, in arrears. If an employee has opted back into Town coverage during the course of a contract year, he or she shall be entitled to no payment under this Section for that year.

No employee hired on or after July 1, 2012 shall be eligible to

receive any payment in lieu of health insurance as set forth in this Section 3.4(F).

G. In the event national health care legislation is enacted during the term of this Agreement, the parties shall meet and negotiate the terms of health care coverage most cost effective for the Town and the employees. The parties agree that the Town shall comply with any such legislation and that the parties will negotiate a package for employees that is at once no more costly than the one described above, and as nearly identical as feasible under the new legislation to the one described above.

Section 3.5 RETIREMENT. A. The Town shall continue in effect, for all full-time employees of the bargaining unit, the present State Municipal Employees' Retirement System Program as defined in Title 45, Chapter 21, General Laws of Rhode Island, as amended, or such other retirement program as is no less than equal in benefits. Effective June 30, 1994, the Town shall enroll all employees whose regular work schedule is for twenty or more hours per week as members in the Retirement System and shall provide such employee with retirement credits based upon each individual's length of employment with the Town under the same terms as established for Teacher Aides by the North Kingstown School Department and as stated in correspondence from the Retirement System's Acting Director dated April 16, 1992.

B. Retirement age for members of the bargaining unit shall be as defined in Title 45, Chapter 21, General Laws of Rhode Island, as amended, for those members having met the service requirements of the statute.

C. Voluntary separations from service prior to the retirement ages set forth above shall be considered terminations and payment for accrued sick leave shall not be paid to the member.

D. Effective January 1, 1999, benefits with the State Municipal Employees' Retirement System Program shall include the COLA Plan C benefits as described in Title 45, Chapter 21, Section 52, General Laws of Rhode Island, as amended, for employees retiring thereafter.

Section 3.6 UNIFORMS AND UNIFORM ALLOWANCE. A. Each full-time operational and full-time janitorial employee in the Department of Public Works (other than Water Supply Division) shall wear a dark green polyester/cotton blend, permanent press uniform during working hours. The Town shall provide each of these employees an annual uniform allowance of \$300, payable in July.

B. Each full-time operational employee of the Water Supply Division shall wear a dark blue polyester/cotton blend, permanent press uniform during working hours. The Town shall provide each of these employees a uniform allowance in the amounts and on the same schedule as cited in 3.6 (A) above.

C. The Golf Course Mechanic and Public Safety Janitor Mechanics

and Animal Wardens shall also receive a uniform allowance in the amount and on the same schedule as cited in 3.6 (A) above.

D. The employees covered in 3.6 (A), (B) and (C) above shall each purchase his or her uniforms and shall maintain them in good repair and clean condition.

E. Any employee whose uniform is damaged (excepting reasonable wear and tear) in the course of performing his or her normal duties shall have said uniform, or element thereof, replaced by the Town after the damaged item has been turned in to his or her department head.

F. Employees shall wear such safety gear/attire, insignias of the Town and head gear as are reasonably prescribed or provided by the Town from time to time. Prior written side agreements between the parties relating to clothing shall not be affected hereby. Additionally, appropriate permanent, year round employees designated by the Town assigned to the Public Works, Recreation and Water Departments will purchase and wear daily steel-toed safety shoes. The Town will reimburse said employees up to \$75.00 per year for said safety shoes upon presentation of a receipt that specifies that the shoes have steel toes.

Section 3.7 SHIFT DIFFERENTIAL. Any employee in the Unit who is required to work the second or third shift shall receive an additional compensation of \$.50 per hour for those hours worked.

This shift differential compensation shall not apply to overtime or callback hours worked when the employee works extra hours subsequent to his or her normal day's shift or on a holiday or day off and such extra hours of work occurred during the evening or nighttime.

Section 3.8 DUTIES AND EXCLUSIONS FROM DUTIES. A member of any department or agency covered by this Agreement may, at the discretion of the department or agency head, be required to work in any division of his or her department or agency in his or her normal job description. Such assignments may be based upon work load, job performance and/or fiscal restraints and may be either temporary or permanent in nature. In the event of an emergency, a member may be assigned duties in any department or agency and without regard to such assignment falling within the limits of his or her normal job description. An emergency shall be defined as a condition which endangers the health, safety or welfare of persons within the Town or which threatens damage to property within the Town, whether privately or publicly owned and expressly shall include, but not be limited to, all sanding and/or plowing activities required by the Town due to dangerous road conditions.

Section 3.9 EMPLOYEE EVALUATION REPORTS. If employee evaluation or progress reports are maintained or filed on any employee, said employee may make written comment on such report.

ARTICLE IV

HOURS, OVERTIME, CALLBACK AND SENIORITY

Section 4.1 HOURS OF WORK. A. The regular hours of work for each employee covered by this Agreement shall remain as they presently are. Any future changes in these hours affecting a substantial number of employees shall be by mutual agreement between the Union and the Town.

B. Work weeks, for payroll purposes, shall fall between 12:00 a.m. on Sunday and 12:00 midnight of the next succeeding Saturday.

Section 4.2 OVERTIME PAY. A. Time and one half shall be paid in wages for all work performed in excess of a regular work week by any full-time employee covered by this Agreement or in excess of the employee's work day, if the employee is not absent the next day because of illness.

B. All Town Hall and Library part-time employees shall receive time and one half for hours worked in excess of thirty-five (35) hours in any work week. This provision (Subsection 4.2B) shall apply to under-20-hour-employees.

C. All Public Works part-time employees shall receive time and one half for hours worked in excess of forty (40) hours in any work week.

D. Except in emergencies as defined in Section 3.8 above, all employees shall have the right to accept or decline work in excess of their regular schedules, except that if all employees in a job

classification who are capable of performing the work have rejected the opportunity, then the junior employee who is capable of performing the work proficiently will be assigned the work.

E. No employee shall be requested to work in excess of sixteen (16) continuous hours without the consent of said employee.

F. The Town's personnel office shall provide on request, but not more often than quarterly, to the President of Local Union 1033 a list of all members of the Unit who have in the preceding three (3) months worked overtime. Such lists shall show, by individual member, the number of overtime hours worked during the report period.

Section 4.3 CALLBACK PAY. Any full-time employee who is made aware of a call back to duty during or prior to his/her regular shift to work hours not contiguous to his/her regular shift, other than on a holiday, and who is called back to such duty, shall receive callback pay at the rate of time and one half for a minimum of two (2) hours.

Any full-time employee who is made aware of a call back to duty after his/her regular shift hours to work hours not contiguous to his/her regular shift, other than a holiday, and who is called back to such duty, shall receive callback pay at the rate of time and one half for a minimum of four (4) hours.

Section 4.4 ROTATION. A. Overtime and callback, whenever possible, shall be rotated equitably among the employees within a

particular department who are within the job classification of the work to be performed, except where specific knowledge and skill on a particular job is required.

B. Choice of time for vacations shall be by seniority. However, a senior person may reject this benefit at his or her discretion without the need of any explanation on his or her part. Further, in the event that an employee shall reject this benefit, it shall not be construed as a waiver of his or her seniority rights in any subsequent situation where seniority would prevail.

C. A seniority list based on length of service to the Town shall be compiled by the Town in January and July of each year. The list shall be arranged by departmental groupings and shall also include the amount of overtime worked by each employee. A copy of the seniority list shall be provided to the Union President but there shall be no posting of this list in any town building. Members wishing a copy of the list shall obtain same from the Union.

D. SENIORITY. (a) Notice of all new and vacant positions shall be posted by the Town on appropriate bulletin boards at each work site. This provision shall apply to under-20-hour-employees.

(b) Any interested bargaining unit applicant may apply for a new or vacant position, providing said position is a promotional position, to the Town Manager on forms provided by the Town. This provision shall apply to under-20-hour-employees.

E. In the event a reduction in forces is required, the most junior employee(s) in the classification affected (e.g., custodian; dispatcher; mechanic; equipment operator; Clerk I; Clerk II; secretary) shall be subject to layoff.

F. Any employee who has been laid off, shall have his/her name placed on a re-employment list for six (6) months from the date of separation. In the event of a recall, employees on the list in the affected classification shall be offered re-employment in the order of their seniority. The Town will notify the employee of re-employment by mailing notification to said employee at his or her last known address. It is understood that it is the employee's responsibility to advise the Town of his or her current address. The notified employee shall respond to the Town within five (5) working days. If the employee fails to notify the Town within five (5) working days or declines a recall opportunity, his or her right to reemployment shall be forfeited and his or her name shall be removed from the reemployment list.

ARTICLE V
HOLIDAYS AND LEAVE

Section 5.1 HOLIDAYS. A. The following days, when falling on a regularly scheduled workday, are paid holidays for full-time employees in the bargaining unit, provided the employee works and/or is on paid leave authorized by this Agreement for his or her full, scheduled shift immediately preceding and immediately following the holiday:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Victory Day	Christmas Eve
	Christmas Day

If any of the foregoing holidays is observed on a day different from the date of the holiday, only the day of observance shall be construed as a holiday for purposes of this section.

B. When a full-time employee and part-time employee as defined in this Contract is required to work on a holiday, he or she shall be paid, in addition to his or her regular holiday pay for that day, 1-1/2 times his or her regular hourly rate for those hours actually worked for a minimum of three (3) hours.

C. Should an employee be required to work callback hours on a regularly scheduled holiday off, he or she shall be paid at the rate of 1-1/2 times his or her hourly rate for those callback hours. Should an employee be required to work overtime on a regularly scheduled holiday off, he or she shall be paid at the rate of 1-1/2 time his or her hourly rate for those hours actually worked.

D. Whenever an authorized holiday falls on a Monday, Tuesday, Wednesday, Thursday, or Friday, a full-time employee who is regularly scheduled to have such holiday off shall be granted an additional day off within two (2) weeks of such holiday and on a day to be mutually agreed upon by the employee and the employee's department head. If no agreement is reached within two (2) weeks, then said day will be added to the employee's accrued vacation time.

E. When an authorized holiday falls on a Sunday, it shall be observed on the succeeding Monday.

F. When an authorized holiday falls on a Saturday, it shall be added to annual leave.

G. A part-time employee, as defined in this contract, shall receive his or her regular rate of pay for those holidays listed in Paragraph A of this Section, provided, however, that the holiday falls on a regularly scheduled work day for the said part-time employee. This subsection shall apply to under-20-hour-employees.

Section 5.2 VACATIONS. All full-time employees in the

bargaining unit shall be entitled to annual vacation leave to be determined as follows:

A. Completion of one (1) through five (5) years of continuous service to the Town; five sixths ($5/6$) of one (1) day per month for a total of ten (10) working days per year.

B. Completion of five (5) through ten (10) years of continuous service to the Town; one and one fourth ($1-1/4$) day per month for a total of fifteen (15) working days per year.

C. Following completion of ten (10) years of continuous service to the Town: (1) full-time employees in the bargaining unit hired on or before June 30, 2002 will accrue a total of fifteen (15) working days per year plus one (1) additional day for each additional year of continuous service to the Town, but not exceeding a maximum of thirty (30) days per year; while (2) full-time employees in the bargaining unit hired on or after July 1, 2002 will accrue a total of fifteen (15) working days per year plus one-half ($1/2$) additional day for each additional year of continuous service to the Town, but not exceeding a maximum of thirty (30) days per year.

D. Effective not later than April 1, 1999, the following procedure shall have effect, to be implemented by the Town as soon as practicable. Sign-ups for vacation weeks will be as prescribed by the Personnel Ordinance and Personnel Rules. Conflicts in the creation of the schedule shall be resolved on the basis of seniority,

provided that all assignments will be based on the Town's business needs. Once the calendar of vacation weeks is set, no employee can be bumped out of his or her assigned vacation time by another employee. For periods of less than a week, employees shall request vacation at least 72 hours in advance. Employees may use up to five vacation days per year for emergencies. In an emergency situation, the employee shall request the vacation time as soon as the employee learns of the need for leave. "Emergencies" are unforeseeable personal crises, unrelated to the employee's personal illness, making it necessary for the employee to be absent from work.

Vacation leave shall be granted as scheduled. Any employee shall be granted vacation leave upon request to their individual department heads, as follows. Said request shall be considered and approved in a timely manner and based on workload, overtime costs and daily staff needs. No employee may take vacation without prior approval of his or her department head. In the event the Department or Division Head exercises his or her discretion to deny such approval, he or she shall, upon request by the employee, inform the employee of the reason.

F. Annual leave shall be computed on the basis of years of continuous service. Annual leave may be accumulated to any amount, but, for employees hired on or before June 30, 2012, only forty (40) days of annual leave may be carried over from one (1) fiscal year to

another; and, for employees hired on or after July 1, 2012, only twenty (20) days of annual leave may be carried over from one (1) fiscal year to another. The amount of accumulated annual leave of an employee in excess of forty (40) days (for employees hired on or before June 30, 2012) or in excess of twenty (20) days (for employees hired on or after July 1, 2012) at the end of a Town fiscal year shall be credited to the sick leave account of an employee

G. Upon termination from service to the Town, a full-time employee hired on or before June 30, 2012 who has completed one (1) year of continuous service shall be paid all accrued and unused annual vacation leave up to a maximum of forty (40) days. Upon termination from service to the Town, a full-time employee hired on or after July 1, 2012 who has completed one (1) year of continuous service shall be paid all accrued and unused annual vacation leave up to a maximum of twenty (20) days.

H. Regular part-time employees shall be defined as those employees who work at least twenty (20) hours per week for at least forty-two weeks per fiscal year. Such employees shall earn vacation leave as follows: Those employees who have completed one (1) through five (5) years shall receive five sixths ($5/6$) of one (1) day per month up to a maximum of two (2) work weeks for the employee per year; those employees who have completed five (5) through ten (10) years shall receive one and one fourth ($1-1/4$) days per month up to a

maximum of three (3) work weeks for the employee per year; those employees hired on or before June 30, 2002 who have completed ten (10) years shall receive a total of one and one-fourth(1-1/4) days per month, up to a maximum of three (3) of their work weeks per year plus one-fifth (1/5) of one additional week for each additional year of continuous service to the Town, also earned pro rata for each month served during the year, but not to exceed a maximum of six (6) weeks per year; those employees hired on or after July 1, 2002 who have completed ten (10) years shall receive a total of one and one-fourth (1-1/4) days per month, up to a maximum of three (3) of their work weeks per year plus one-fifth (1/5) of one additional week for each additional two years of continuous service to the Town, also earned pro rata for each month served during the year, but not to exceed a maximum of six (6) weeks per year. Under-20-hour-employees shall be entitled to one of their workweeks of paid vacation per year after completion of one (1) year of service. Upon termination from service to the Town, a regular part-time employee hired on or before June 30, 2012 who has completed one (1) year of continuous service shall be paid all accrued and unused annual vacation leave up to a maximum of forty (40) hours. Upon termination from service to the Town, a regular part-time employee hired on or after July 1, 2012 who has completed one (1) year of continuous service shall be paid all accrued and unused annual vacation leave up to a maximum of twenty

(20) hours. Employees may, with prior permission from the Town, discharge vacation time in blocks of one (1) hour or more, and the Town will continue its practice of recording hourly vacation entitlement for each employee.

Examples: Under-20-Hour-Employee:

(i) An employee who is normally scheduled to work 15 hours per week will be paid for 15 hours for each week of his or her vacation entitlement.

(ii) Regular Part-Time Employee:

If an employee's schedule is

Monday: 8 hours

Tuesday: 8 hours

Wednesday: 4 hours

Friday: 3 hours

and the employee has completed three (3) years of service, he or she can earn up to 46 hours of vacation during the year.

Section 5.3 SICK LEAVE AND LEAVE FOR LONG TERM INJURY OR

ILLNESS. A. All full-time employees covered by this Agreement shall earn sick leave at the rate of 1-1/4 days per month, which may be accumulated from year to year.

B. Sick leave may be used for pregnancy.

C. Upon retirement or death, the Town will pay full-time

employees for all unused sick leave up to a maximum of 50 days. .

D. An employee with a long term injury or illness who has exhausted all other leave, shall, upon written request to his or her department head be granted up to one (1) year leave of absence without pay. Upon return to active employment, he or she shall advance to the appropriate salary level and seniority status which he or she would have received if he or she had not been ill or injured.

E. Regular part-time employees, as defined in Section 1.1 and Section 5.2 (G) shall, at July 1 be credited with sick leave hours each year equal to 1-1/4 times the average hours worked each week in the preceding fiscal year said sick leave, including that sick leave already credited, may be accumulated from year to year to a maximum accumulation of fifty (50) days. Effective June 30, 2013, such regular part-time employees may accumulate sick leave from year to year to a maximum accumulation of twenty-five (25) days.

F. EXTENDED SICK LEAVE BENEFITS. It is recognized that a member covered by this agreement may suffer an off-the-job illness or injury that causes a member to exhaust all accumulated sick and vacation leave. In order to assist such member in a time of need, the Town agrees to allow the donation of sick leave from any other members of the bargaining unit. On September 1st of each year, the Town will provide the necessary forms to be executed by the members of the bargaining unit allowing such members to donate a maximum of

five (5) accumulated sick leave days per member into a central sick leave depository. Only after all of a member's sick leave and vacation leave has been utilized, may a member request to be granted sick leave days from the depository. Such request will be made on a form provided by the Town and be submitted to the Town Manager. Requests for sick leave must be accompanied by a physician certificate indicating the nature of the illness or injury and the estimated date the member will return to active duty. The maximum number of days that any member may use from the depository in any contract year is 60 days. A member on a leave of absence pursuant to this Section 5.3(F) shall not accrue sick, annual, personal, or any other paid leave time while on such paid leave. The Town Manager shall publish a report annually to keep the members informed of the amount of hours in the pool, hours distributed the prior year, and number of members who received hours.

Effective July 1, 2012, the extended sick leave bank established herein will be closed to any further donations. The balance of the extended sick leave bank as of that date will not be forfeited. Instead, members may continue to request extended sick leave in accordance with this section, provided there is leave available for distribution in the extended sick leave bank. Once the extended sick leave bank is fully depleted and the balance drops to zero, the extended sick leave program will be permanently suspended. In lieu

of the parties' agreement to close and suspend the extended sick leave bank, the Town will elect to become subject to the Rhode Island Temporary Disability Insurance Program beginning January 1, 2013 with respect to those employees covered by this Agreement and agrees to deduct the statutorily required amounts from each employee's salary to cover such TDI Program. Any qualifying leave taken under this Agreement shall run concurrently with any leave entitlement under applicable family medical leave laws and / or the Rhode Island Temporary Caregiver Insurance act, unless otherwise required by law.

Section 5.4 DEATH, FAMILY ILLNESS AND PERSONAL LEAVE.

A. Death Leave

1) Three (3) days' leave, per occurrence, shall be granted an employee in the event of the death of a member of the employee's immediate family. Immediate family shall be defined as spouse, children, mother, father, brother, sister, grandmother, grandfather, or any relative living in the employee's household. Such leave shall not be chargeable to annual leave or sick leave. One (1) additional day, per occurrence, shall be granted an employee in the event of the death of the employee's spouse, domestic partner, children, mother or father.

2) At the discretion of the department head, up to three (3) days' leave, per occurrence, may be granted an employee in the event of the death of any employee's mother-in-law, father-in-law, brother-

in-law, or sister-in-law. It shall not be chargeable to annual or sick leave.

3) At the discretion of the department head, one (1) day of leave, per occurrence, may be granted an employee in the event of the death of any employee's relative, other than those stated herein, to attend the funeral. Such leave shall be chargeable to the employee's sick leave or vacation leave.

B. Family Illness Leave

A total maximum of four (4) days' leave per year shall be granted an employee in the event of extreme illness of the employee's immediate family, as defined in 5.4 above. Such leave shall be chargeable to the employee's accrued sick leave. Days off taken by an employee in excess of four (4) days per year for reason of family illness shall be chargeable to annual leave. The Town Manager may grant an employee's request to use up to an additional two (2) days of his or her accrued sick leave in the event of extreme illness of an employee's immediate family. Such request shall be accompanied by satisfactory proof of illness (e.g., a certification from a treating physician) and the need of the employee to attend to his or her immediate family member.

C. Personal Leave

Two (2) days' Personal Leave days, per year, shall be granted to each employee with the approval of their immediate supervisor or

department head, as the case may be. Effective July 1, 1991, three (3) Personal Leave Days, per year, shall be granted to each employee with the approval of their immediate Superior or Department Head. Personal Leave Days shall not be chargeable to annual or sick leave. Said approval shall not be arbitrarily or capriciously withheld. Any dispute regarding the application of this section will be subject to the provisions of Article II, Section 2.1 of this Agreement. Whenever possible all employees will give prior notification to their appropriate department head or supervisor of their intent to exercise their rights under this section.

D. The provisions of this Article pertaining to Family Illness Leave and Death Leave shall be in lieu of rather than in addition to any such provisions contained in the Personnel Rules and Regulations.

Section 5.5 JURY LEAVE. An employee who is called for jury service in a Court of law shall be excused from work for the days in which he or she serves and he or she shall receive for each day of jury service on which he or she otherwise would have worked his or her normal earnings, provided, however, the employee turns over and assigns to the employer all jury duty pay received during this time. The parties acknowledge and agree that the employee shall not turn over and assign to the Town any payment received as stipend /reimbursement for mileage and/or parking associated with jury duty.

Section 5.6 INJURY/ILLNESS ON DUTY. Employees incurring injury

or illness on the job, as provided by the Rhode Island Workers' Compensation Act, shall receive from the Town such benefits as are provided by the Act or as are covered by the Town's Personnel Ordinance, as it may be amended by the Town from time to time, whichever are greater. The Town will continue to cover the first three days of injury/illness, however, by paying the employee's normal and regular wages for that period.

Section 5.7 LIGHT DUTY. Employees who are determined to be unfit for their regular duties, whether or not due to on-the-job injury, may be required to return to work to perform such duties as they are capable of performing. Such light duty may consist solely of duties not normally performed by members of the bargaining unit, or a combination of both. Such light duty assignments shall be offered only after consultation with the Union and when supported by the employee's treating physician, or in the event of disagreement between the treating physician and the Town's physician, the two shall designate a third, neutral physician, who shall be paid by the Town, and the third physician's decision shall be final. In no event shall the light duty assignment result in the displacement of a bargaining unit employee or occur outside of the regular work week. For purposes of this Section, "displace" means to cause the loss of work or work assignment during the regularly scheduled work week. The Town will hold the Union harmless and indemnify it against any

legal costs and liability arising out of this provision.

Section 5.8 EXAMINATIONS. It is agreed that a Town physician may examine a Town employee at the Town's expense, in matters involving an illness or injury which causes the employee's absence of five consecutive work days or longer, or as otherwise permitted by law. The parties understand and agree that the Town's Personnel Rules shall continue to pertain with respect to absences of two days or more.

Section 5.9 Employees who are on any unpaid leave of absence, workers compensation leave, and/or absent for active military service shall be entitled to none of the benefits of this Agreement, including but not limited to the accrual of any annual or sick leave, while on such leave, except to the extent they are expressly granted eligibility for certain benefits in other Sections of this Agreement or as may otherwise be required by law. For the purposes of this section, the parties acknowledge that the benefits set forth herein are short-term compensation for work performed for the purposes of the Uniformed Services Employment and Reemployment Rights Act.

ARTICLE VI
GENERAL PROVISIONS

Section 6.1 UNION REPRESENTATIVE. A. Except as set forth herein, the internal business of the Union shall be conducted during non-duty hours of the employees involved.

Up to four (4) members of the Union's negotiating committee may attend meetings for the purpose of negotiating or conducting business with the Town during their working hours without loss of pay.

B. The steward of the Union or his or her designee shall be granted up to three (3) hours per week with the consent of his or her immediate supervisor (which shall not be arbitrarily or capriciously withheld) for the purpose of servicing Union members on the job.

C. The steward of the Union or his or her designee may have up to two days per year to attend a state or national union convention. This time shall not be chargeable to any other leave.

Section 6.2 UNION BULLETIN BOARDS. Space will be made available for bulletin boards to be supplied at Union cost with the Town to have discretion as to size, placement and location. Only matters relating to Union affairs shall be permitted on said bulletin boards.

Section 6.3 PAY DAY. The Town may, in its discretion, have pay day on Friday, or continue to have it on Thursday.

ARTICLE VII COVENANTS

Section 7.1 LEGAL PROVISIONS. The Town and the Union hereby acknowledge that all benefits conferred by this Agreement upon the members of the bargaining unit are subject to the provisions of Federal and State Laws and Regulations and subject, as well, to the

provisions of the Town Charter and Ordinances.

Section 7.2 SAVING CLAUSE. Should any provision of this Agreement be found to be inoperative, void, or invalid 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, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

Section 7.3 DURATION. The duration of this Agreement shall extend from July 1, 2015 through June 30, 2018 and shall continue in effect thereafter unless amended, modified or terminated in accordance with this Section. Either party wishing to amend, modify or terminate this Agreement must so advise the other party in writing no less than one hundred twenty (120) days prior to the last day for the appropriation of money by the Town for the fiscal year commencing July 1, 2018.

Section 7.4 SCOPE OF AGREEMENT. The failure of either party to exercise any of the rights reserved to it or conferred upon it by this Agreement shall not foreclose the exercise of such rights at such time and in such circumstances as the Parties shall choose to exercise them in the future.

IN WITNESS WHEREOF, the parties hereto have caused to be signed and sealed this Agreement and like copies on the 26th day of October

A.D. 2015.

In the presence of:

Town of North Kingstown, R. I.

Joan Maskert

BY: Thomas Mulligan
Thomas Mulligan, Town Manager

In the presence of:

Rhode Island Laborers' District
Council on behalf of Public Service
Employees' Local Union 1033 of the
Laborers' International Union of
North America, AFL-CIO

Michael F. Sabitoni

BY: Michael F. Sabitoni
Michael F. Sabitoni
Business Manager
Rhode Island Laborers' District
Council

Ronald R. Coia

BY: Ronald R. Coia
Ronald R. Coia
Business Manager, Local 1033
Rhode Island Laborers' District
Council

APPENDIX A

[To be filled in by the Town of North Kingstown covering new wage rates]

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