

AGREEMENT

Between

TOWN OF WEST GREENWICH

And the

RHODE ISLAND LABORERS' DISTRICT COUNCIL

On Behalf of

LOCAL UNION 1322

Of The

**LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO**

EFFECTIVE JULY 1, 2014 – JUNE 30, 2017

POLICE DISPATCHERS & CIVILIAN EMPLOYEES

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AGREEMENT

This agreement entered into this 1st day of July, 2014 by and between the Town of West Greenwich, Rhode Island, hereinafter referred to as the "Employer" or the "Town" and the Rhode Island Laborers' District Council on behalf of Local Union 1322 of the Laborers' International Union of North America, AFL-CIO, Providence, Rhode Island, hereinafter referred to as the "Union".

Principles

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

B. The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Employer and the employee.

C. There shall be no discrimination against any employee by reason of race, color, creed, sex or Union membership. The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains in full utilization of an employee's skill and ability without regard to consideration of race, color, creed, national origin, or sex. No employee covered by this Agreement shall be discharged, laid off, demoted, suspended, transferred, or affected in any way because of his political beliefs or activities unless such activities are illegal.

ARTICLE I

UNION RECOGNITION AND SECURITY AND MANAGEMENT RIGHTS

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all full time and part-time employees of the West Greenwich Police Department in the classifications of work covered by this Agreement as set out below for the purpose of collective bargaining as provided by the Rhode Island Labor Relations Act of 1941, as amended, and so certified by the Rhode Island State Labor Relations Board in Case #EE-3690:

Part-time Dispatchers
Full-time Dispatchers
Administration Assistant
Records Clerk

The employer agrees to notify both the Business Manager of the Rhode Island Laborers' District Council and Local Union 1322 within thirty (30) days of its hiring of an employee in any of the above classifications.

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

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

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

Section 4. Any and all rights concerned with the management and operation of the West Greenwich Police Department, are exclusively those of the Employer unless otherwise explicitly provided by the terms of this agreement. The Employer has the authority to adopt rules for the operation of the West Greenwich Police Department and the conduct of its employees, provided such rules are not in conflict with the express provisions of this Agreement nor with applicable law. Any question concerning the application of this provision shall be subject to the grievance and arbitration procedure of this agreement.

Section 5. All new employees hired by the employer shall be deemed to be probationary employees for the first 180 working days of their employment and may be dismissed at the sole discretion of the Employer during such probationary period.

ARTICLE II

PAYROLL DEDUCTION OF UNION DUES

Section 1. The Town shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the monthly dues and hourly working dues of the Union or the service charges provided herein. Such deductions shall be made weekly and shall be forwarded monthly to the Secretary Treasurer of Local Union 1322. If any employee has no earnings for that paycheck, the Union shall be responsible for collecting the dues for that pay period. The Union will give the Town thirty (30) days prior notice of any change in the amount of uniform dues or service charges to be deducted.

ARTICLE III

UNION ACTIVITIES

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

Section 2. The Union shall furnish in writing to the Employer the name of the Steward, President and Business Manager of Local Union 1322 and shall, as soon as possible, notify the Chief of Police and the Town Council in writing of any change thereto. The Union may be represented by Representatives of the Rhode Island Laborers' District Council and/or Counsel.

Section 3. Union representative(s) shall be permitted to visit employees at the police department building. The designated union representative(s) shall do nothing to interfere with employees while at the police department building.

ARTICLE IV

SENIORITY

Section 1. Seniority shall be defined as the total length of service by the employee with the Employer. Seniority shall begin to accrue for a full-time employee after completion of the 180 working day probationary period at which time seniority shall be retroactive to the first day of employment.

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

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

- A. When an employee has been discharged for just cause;
- B. When an employee voluntarily terminates his employment;
- C. When an employee fails to respond to a recall notice;
- D. When an employee exceeds an authorized leave of absence;
- E. When an employee engages in other work without authorization while on leave of absence;

Section 4. In the event a reduction in the dispatcher force is required, the most junior employee in the classification shall be subject to layoff. The employee thus affected may

exercise his/her seniority in the bargaining unit in any equal or lower rated classification provided he/she has the ability to perform the duties of classification.

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

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

ARTICLE V

HOURS OF WORK

Section 1. Hours: The regular work week for the dispatch employees of the Police Department shall consist of five (5) tours of duty, eight (8) hours each, with two days off. The tours of duty shall be as follows:

1 st Shift:	0800 hrs to 1600 hrs
2 nd Shift:	1600 hrs to 0000 hrs
3 rd Shift:	0000 hrs to 0800 hrs

Tours of duty shall be assigned according to seniority initiating with the most senior employee of the department. All overtime and/or call back under this section shall be assigned according to seniority on a rotating basis. In the event a vacant shift is not taken by either the full time/part time dispatchers or per diem dispatcher, the shift will be offered to other full time qualified civilian employees of the police department prior to initiating the order back procedure.

In January of every new year the dispatchers will hold an open shift bid. The shifts shall be awarded according to seniority initiating with the most senior employee of the department.

The regular work week of the Administrative Assistant for the West Greenwich Police Department shall be Monday through Friday from 0800 hrs. to 1400 hrs. with paid holidays off unless otherwise specified or approved by the Chief of Police or his designee and/or the Town Administrator. The Administrative Assistant will receive all paid benefits in accordance with the existing agreement in Articles VII, VIII, IX, X and XI,

with the exception of holiday pay. The Administrative Assistant does not work holidays and will be compensated for the holiday at a straight rate of pay.

When the scheduled per diem dispatcher has requested the night off, or otherwise unable to work, the vacancy will be filled by a second per diem dispatcher. In the event no per diem dispatcher is available the shift will be offered to the full time dispatchers, using their current overtime procedure.

Records Clerk: In the event the current records clerk, Thomas Duquette, is no longer working in this position the hours for the new records clerk will be negotiated with the Town.

Section 2. Substitutions: Civilian employees of the West Greenwich Police Department may be permitted to swap shifts, subject to review and approval by the Chief of Police, or his designee provided that all swaps shall not result in any compensation at an overtime rate of pay.* All requests for swaps shall be submitted at least one week prior to the effective date. All requests for scheduled shift swaps, of a time period of 30 days or more, shall be submitted 30 days in advance of the effective date. Dispatchers may drop shifts to cover the earlier shift.

* In the event an employee calls out sick for a swapped shift, the original assigned dispatchers shall be responsible for working said shift. No overtime shall be paid to fill said vacancy.

ARTICLE VI

WAGES

Wages: The salary schedule for Dispatcher shall be as follows:

7/1/14	7/1/15	7/1/16
\$19.03	\$19.60	\$20.19

The salary schedule for the Administrative Assistant shall be as follows:

7/1/14	7/1/15	7/1/16
\$18.77	\$19.33	\$19.91

New Employees: Any new employee shall receive 80% of wages to start, 90% after 1 year of service and full rate (100%) after two (2) years of services.

Section 1. A) Overtime: Any civilian employee of the police department, who is required to work beyond his/her normal work shift, shall be compensated at the rate of time-and-one-half (1.5) their regular hourly rate of pay for each hour worked. Any time worked in any hour in excess of fifteen (15) minutes shall be compensated to the next one-half (1/2) hour.

Section 1. B) Compensatory time: The employee, at his discretion, may choose to be compensated with compensatory time rather than overtime pay. Compensatory time shall be computed at a rate of time-and-one-half (1.5) for each hour worked. The Chief of Police shall keep records of each member's compensatory time for use by the employee at a later date or payment to the employee upon leaving employment with the police departments. The total hours of compensatory time shall not exceed 90 hours.

Section 2. Call Back Pay: Any civilian employee who is called back to duty shall be paid on the basis of a four (4) hour minimum at the rate of time-and-one-half (1.5) their regular hourly rate of pay for each hour worked.

Call back shall be defined as any time for which an employee is requested to return to duty after having left the work place upon completion of an assigned shift or is requested to return to duty on a regular scheduled day off or other authorized leave.

All overtime and/or call back under this agreement shall be assigned according to seniority on rotating basis, with full time union members beginning with the full time dispatchers. In the event a vacant dispatch shift is not taken by a full time dispatcher, the shift may be offered to a per diem employee prior to initiating the order back procedure.

The employee, at his/her discretion, may choose to be compensated with compensatory time rather than call back pay. Compensatory time shall be computed at a rate of time-and-one-half (1.5) for each hour worked. The Chief of Police shall keep records of each employee's compensatory time for use by the employee at a later date or payment to the employee upon leaving employment with the police department.

The total hours of compensatory time shall not exceed 90 hours. The employee may take compensatory hours inclusive of overtime.

Section 3. Shift Differential Pay: Any dispatcher that works second shift (1600 hrs. to 0000 hrs.) will be compensated an additional twenty-five (\$.25) cents per hour. Any dispatcher who works third shift (0000 hrs. to 0800 hrs.) will be compensated an additional thirty-five (\$.35) cents per hour.

Section 4. Court Pay: Any off-duty civilian employee who is required to appear in any court as a witness shall be compensated on the basis of a four (4) hour minimum at a rate of time-and-one-half (1.5) for each hour worked.

ARTICLE VII

VACATIONS

Section 1. All civilian employees of the police department shall be entitled to the following vacation based on the calendar year:

<u>Years of Service</u>	<u>Entitlement</u>
a) 0 months to 6 months	none
b) 6 months to 1 year	5 days
c) 1 year to 3 years	10 days
d) 3 years to 19 years	12 days with one day added for each additional year up to 20 days
e) 20 years to 25 years	25 days

Section 2. Civilian employees may carry no more than twelve (12) days from one calendar year to the next, provided however, said employee was not prevented from taking those days in excess of the 12 days at which time the excess may also be carried over.

Section 3. Whenever the employment of a civilian employee of the police department is terminated by retirement, layoff, resignation, or death, without his/her having been granted the vacation leave to which he/she is entitled, he/she, or in the case of death his/her beneficiary, shall be entitled at the time of termination of employment payment of an amount equal to the daily rate of pay of such vacation accumulation.

Should two (2) employees or more request the same vacation period, the employee with the greatest seniority will have the first choice.

Section 4. Vacation time may be taken in single days with approval of the Chief of Police. No more than two (2) consecutive weeks off can be taken at one time without the approval of the Chief of Police or Town Administrator.

Section 5. All vacation will be coordinated through the Chief of Police or his designee. It is at the discretion of the Chief of Police or Town Manager as to whether more than one (1) employee may take vacation at the same time.

ARTICLE VIII

SICK LEAVE

Section 1. Sick leave with full pay shall be computed at fourteen (14) days with pay per year, per civilian employee of the police department with twelve (12) months of active service. An employee may use a sick day for a doctor's appointment.

Section 2. Whenever the employment of a civilian member of the police department is terminated by retirement, layoff, resignation, or death, without his/her having been granted the sick leave to which he/she is entitled, he/she, or in the case of death his/her beneficiary, shall be entitled at the time of termination of employment, payment of an amount equal to the daily rate of pay of such sick leave accumulation.

Union members hired after July 1, 2014 upon termination will receive payment of an amount equal to 65% of the daily rate of such sick leave accumulation.

Section 3. Sick leave for civilian employees shall be granted for the following defined reasons:

- a) Personal illness or physical incapacity to such extent as to be rendered unable to perform his/her present position;
- b) Attendance upon members of the family within the household of the member whose illness requires the care of such member, and such leave shall be defined as "Family Sick Leave";

Section 4. The Chief of Police may require a physician's certificate whenever a civilian employee is on sick leave for more than three (3) consecutive working days, or when an employee is on family sick leave for more than three (3) consecutive working days.

Section 5. Whenever a member of the bargaining unit is on sick leave he/she shall be confined to his/her home during the period of the member's normal working hours. Should it become necessary for said member to leave his/her home, he/she shall call the police station and make notification that he/she must leave his/her home. The Chief of police may require a physician's certificate whenever a member of the bargaining unit is on sick leave for more than three (3) consecutive working days.

Section 6. Sick days are to be used only for illness or doctor's appointment. In the event of prolonged illness, sick leave may be extended at the discretion of the Chief of Police with the approval of the Town Council.

Section 7. Members of the bargaining unit, hired prior to July 1, 2014, may elect to sell unused sick days back to the town at an amount equal to the daily rate of pay, provided that it does not exceed 15 days per year. The member must notify the Chief of Police in

writing by January 15th for the preceding year. Members of the bargaining hired after July 1, 2014 may elect to sell back up to 12 unused sick days.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Leave Without Pay: The Chief of Police may, with Town council concurrence, grant leave without pay for extenuating circumstances to a member of the bargaining unit—not to exceed six (6) months.

Section 2. Parental Leave: Parental leave shall be granted in compliance with all State and Federal laws regarding such leaves. A member of the bargaining unit shall be allowed to utilize his/her accumulated vacation time, compensatory time, and/or sick leave during such leave.

Section 3. Military Leave: Military leave shall be granted in compliance with all State and Federal laws regarding such leaves.

Section 4. Bereavement Leave: A civilian employee of the police department may be absent for a maximum of three (3) working days without loss of pay in the event of the death of a mother, step-mother, father, step-father, wife, child, brother, sister, grandmother, grandfather, mother-in-law, or father-in-law. Any civilian employee's seniority shall continue to accumulate during all authorized leave periods and the employee's job shall be guaranteed upon return.

ARTICLE X

LONGEVITY PAY

Section 1. Civilian employees of the police department, hired before July 1, 2014, shall receive longevity pay, so called, which shall be computed on the basis of the member's base pay and shall be payable to the employee in a lump sum on June 1 of each year.

<u>Years of Service</u>	<u>Percentage of Salary</u>
0 to 5 years	0%
5 to 10 years	2%
10 to 15 years	3%
15 to 20 years	4%
over 20 years	5%

Civilian employees of the police department, hired after July 1, 2014, shall receive longevity based on the following scale:

<u>Years of Service</u>	<u>Percentage of Salary</u>
0 to 5 years	0%
5 to 15 years	2%
Over 15 years	3%

ARTICLE XI

HOLIDAYS

The following shall be considered paid holidays by the Town for civilian employees of the police department.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Victory Day (VJ Day)	

In addition to the above, civilian employees will receive three (3) personal days with pay to be taken with prior approval of the Chief of Police or his designee.

When a holiday falls within a given pay week, any civilian employee of the police department working on a holiday will be compensated at double times their rate of pay. Those members on a scheduled day off, vacation, sick leave or other approved leave shall be compensated at half their daily rate of pay (4 hours) with the exception of the Administrative Assistant.

ARTICLE XII

HEALTH BENEFITS & LIFE INSURANCE

Section 1. Medical Coverage: All civilian employees of the police department in a full time status as defined by the Town Council shall be enrolled in the Town's Health and Dental Plan of record on an individual or family plan as appropriate.

Any new employee hired after July 1, 2007 will be required to contribute 20% of the cost to their healthcare.

Any employee hired before July 1, 2007 shall pay 10% of the cost to their healthcare, however, beginning July 1, 2013 any employee hired before July 1, 2007 shall pay 15% of the cost of healthcare.

Section 2. Dental Coverage: The Town agrees to provide, at its expense, to all civilian employees of the police department, dental coverage from Delta Dental of Rhode Island with additional riders Levels 1,2,3,4 and a benefit cap of \$2,000.00 per person per year. The Town may also provide an alternate dental coverage as long as it's the same or better coverage they presently provide.

Section 3. Waiver of Coverage: If any civilian employee, hired before July 1, 2014, is enrolled in duplicate coverage, said employee may elect not to be covered by the Town's health coverage. Any member so choosing shall be required to notify the Town annually of this option no later than March 1st. Said member so opting to waive coverage under this Article shall be given in lieu of coverage, compensation in the amount equal to three thousand four hundred twenty dollars (\$3420). Any employee hired after July 1, 2014 who waives coverage shall receive one thousand dollars (\$1,250). Notwithstanding the foregoing it shall be the responsibility of the member waiving coverage to provide the Town with written proof of medical coverage from a source other than the Town.

Section 4. Determination of Coverage: For purpose of this Article, and the purpose of determining coverage, only those employees who are married or have dependents will be provided with family coverage. All other employees shall be provided with individual coverage. "Family" shall mean the employee and spouse and their children who reside together, notwithstanding however, the Town agrees to honor duly executed divorce decrees concerning medical coverage for an employee's dependents.

Section 5. Life Insurance: The Town of West Greenwich shall provide life insurance coverage for all civilian full time employees in the sum of ten thousand dollars (\$10,000), while the employee works for the town. When the employee leaves town employment, the employee has the option of taking over all payments for the policy, which will be determined by the insurance company.

ARTICLE XIII

CLOTHING ALLOWANCE

The Employer shall provide, for each employee covered by this Agreement, an annual clothing allowance of three hundred dollars (\$300).

ARTICLE XIV

RETIREMENT

Civilian employees of the police department shall be covered under the State of Rhode Island Municipal Employee's Retirement System. In the event the State of Rhode Island M.E.R.S. with (25) year option becomes obsolete, a comparable (25) year plan will be implemented. Any civilian employees hired after July 1, 2012 shall follow the new rules of the current M.E.R.S.

Any employee can choose to have an additional 457 plan, but it must be set up by the individual with no town contribution unless otherwise agreed upon by the town.

It is hereby mutually agreed between the Town of West Greenwich and the Union that benefits under the present retirement system shall be maintained and that an employee's contribution shall remain the same during the life of this agreement, unless either is changed or modified by the State of Rhode Island.

This article shall be suspended and retirements shall be as set forth in the General laws governing the State of Rhode Island Municipal Employees Retirement System through the term of this agreement.

ARTICLE XV

BULLETIN BOARD

The Town of West Greenwich shall provide a bulletin board in a conspicuous place to be used solely for the posting of union notices, rules and regulations.

ARTICLE XVI

CHANGES OR AMENDMENTS

It is hereby agreed that this Agreement contains the 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 of the parties hereto.

ARTICLE XVII

POLICY AND PROCEDURES

The Union and Bargaining Unit and the Town of West Greenwich agree to the Policy and Procedures submitted by the Chief of Police as attached hereto this agreement.

ARTICLE XVIII

PART-TIME EMPLOYEES

Section 1: The Town will have the right to create part-time positions provided that the part-time positions do not replace full time positions within the Police Department and the positions pay at least as much as the then current part-time position.

a) Part-time employees will not exceed designated hours unless there is a permanent change in schedule.

Section 2: Effective for all current and new part time employees:

- a) No benefits shall be granted to employees who work an average of zero to twenty-five (0-25) hours per week.
- b) Employees who work an average of twenty-five (25) or more hours per week shall be entitled to health and dental benefits. Sick leave will be two (2) days or sixteen (16) hours per year. No additional paid time off will be offered.
- c) Part-time employees who exceed the averages set forth will receive prorated sick time and vacation only for that period reviewed.
 - This average is to be calculated by analyzing the payrolls for two (2) six (6) month periods, July 1st to December 31st and January 1st to June 30th. Part-time employees will not be required to take time off to reduce their six (6) month average during any six (6) month period under evaluation.

ARTICLE XIX

LAYOFFS

In the event it becomes necessary for the Town to lay off civilian employees of the police department, those employees with the least amount of department seniority shall be laid off first. Seniority under this section will be based solely upon length of employment for the Town of West Greenwich.

Additionally, all affected employees shall be placed on a reemployment list for a twenty-four (24) month period and recalled in the inverse order of layoff. Union Stewards shall be considered senior in service for layoff purposes only.

ARTICLE XX

ILLNESS/INJURY – LINE OF DUTY

Section 1. All civilian employees will immediately report to the Chief of Police any injury or accident suffered by them in connection with their work. Report of the incident will be forwarded to the Town Council and to the person designated to file such report with the Rhode Island State Department of Labor and the insurance carrier for the Town of West Greenwich. The injured person should be checked by a physician or treated at an emergency room.

ARTICLE XXI

SEVERABILITY

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

ARTICLE XXII

DISCIPLINE AND DISCHARGE

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

Section 2. If a supervisor has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities or deficiencies shall be privately brought to the attention of the employee. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entries in his/her personnel record and shall be permitted to respond to any disciplinary entries. The contents of an employee's personnel record shall be disclosed to the employee upon his request and shall also be

disclosed to the employee's union representative with the employee's written approval.

Where appropriate, disciplinary action or measures shall include only the following:

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

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

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

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

ARTICLE XXIII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. 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.

Section 2. One Union representative at any time shall be guaranteed sufficient time off during working hours to seek or to settle grievances without loss of pay. An aggrieved employee shall have the right to union representation, including counsel and Rhode Island Laborers' District Council representation during the entire duration of the grievance procedure.

1. Employees in the first instance may register grievances with the steward of the Union who shall present such grievances to the Chief of Police in writing. The Chief of Police shall have ten (10) working days to adjust the grievance. Any grievance which is not presented within ten (10) working days of the date of the occurrence shall be deemed to have been waived.
2. If unable to reach satisfactory adjustment within ten (10) working days, the Union shall submit the grievance in writing to the Town Administrator within ten (10) working days. A response to the Union by the Town Administrator must be in writing within thirty (30) days.

Section 3. Notwithstanding those steps set out above, such steps may be waived by Agreement in writing signed by authorized representatives of the parties to this Agreement which waiver will permit prompt submission to arbitration, thus promoting the welfare of both parties of this Agreement.

Section 4. If a grievance is not settled, such grievance shall, at the request of the Union, be referred to the American Arbitration Association in accordance with its rules then pertaining.

The Arbitrator's decision shall be final and binding upon the parties subject to any limitation of law. The expenses of such arbitrator shall be borne equally by the parties.

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

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

ARTICLE XIV


DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2014 upon the signing of the agreement by the Employer and the Union and shall remain effective through and including June 30, 2017.

This Agreement shall be automatically renewed from year to year after June 30, 2014, unless either the Town or the Union notifies the other party in writing ninety (90) days prior to the anniversary date that it desires to modify the Agreement. In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to the termination date.


DATED: 6/12/14

FOR THE TOWN:



KEVIN A. BREENE
Town Administrator

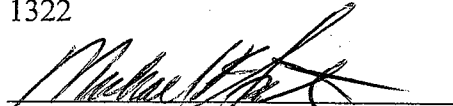
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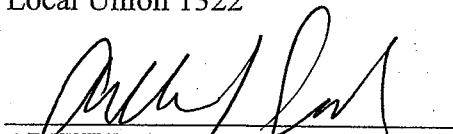
WITNESS

FOR THE UNION:

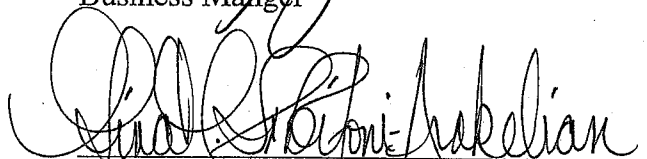
Rhode Island Laborers' District
Council on behalf of Local Union
1322



MICHAEL F. SABITONI,
Business Manager
Local Union 1322



ARTHUR J. JORDAN
Business Manager



WITNESS