

RI Council 94, AFSCME, AFL-CIO

Local 2855

New Shoreham Employees Association

and

The Town New Shoreham and The New Shoreham School Committee

July 1, 2016 – June 30, 2019

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PREAMBLE

This Agreement is made and entered into between the Town of New Shoreham and the New Shoreham School Committee and such other governmental or quasi-governmental entities within the borders of New Shoreham as may agree hereto (collectively the “Town”), and the New Shoreham Employee Association (the “Association”), for the purposes of promoting a harmonious relationship between the Town and the Association.

ARTICLE 1

RECOGNITION

1.1 **Recognition.** The Town and School Committee recognizes RI Council 94, AFSCME, AFL-CIO pursuant to all applicable provisions of Title 28, Chapter 28-9.4 of the General Laws of the State of Rhode Island, for the purpose of collective bargaining and entering into an agreement relative to wages, salaries, hours, working conditions and other terms and conditions of employment for Employees as defined herein as certified by the RI State Labor Relations Board on November 28, 2005 in Case No. EE3243A.

1.2 **Included Employees.** The words “Member” and “Employee” when used in this Agreement shall have the same meaning which shall be all regular, full-time and part-time, permanent, active Employees of the Town, and of any Boards, Commissions or other authorities established by law which consent to coverage under this Agreement in a writing signed by a person having actual authority to bind such entity, but shall specifically exclude any Employee described in Article I, Section 3. Benefit eligible is defined as any employee who works over 20 hours per week.

1.3 **Excluded Employees.** Excluded from coverage by this Agreement are the following:

- (a) All “seasonal” Employees who are hired to perform work on a seasonal basis or who are part of an annual job employment program;

- (b) "Casual" Employees who are employed for an occasional period to perform special jobs or function;
- (c) All certified teachers represented by the New Shoreham Teachers' Association;
- (d) Police Officers;
- (e) Firefighters;
- (f) The Finance Director;
- (g) All elected officials and administrative officials including the Town Clerk, Administrative Assistant to the Town Manager and Secretary to the School Superintendent;
- (h) Board and Commission members;
- (i) Employees of any other municipal employer not signatory to this contract, including, but not limited to, Employees of Authorities, Commissions and Boards; and
- (j) Confidential, supervisory, administrative, managerial and all other Employees excluded by Chapter 28-9.4 of the General Laws. Provided, however, the Town may, from time to time, voluntarily recognize the Union as the representative for collective bargaining of excluded individuals and, with the consent of such individuals and the Association, apply the terms of this Agreement to those individuals.

1.4 **Non-Discrimination.** The Town and the Association agree that there shall be no discrimination against any Employee because of race, age, sex, creed, color, national origin, Veteran status, disability or Association activities or non-activity, and to provide each Member with a work environment free from such discrimination, unlawful harassment or intimidation. Should any Member become aware of any occurrence which

infringes upon this policy, it is his/her responsibility to report such occurrence to the Town an Association.

ARTICLE 2

ASSOCIATION MEMBERSHIP

- 2.1 **Association Dues and Fees.** All Employees shall have the right to join or refrain from joining the Association. All Employees who join the Association shall pay initiation fees, dues and assessments as established by the Association to defray the costs in connection with the Association's legal obligations and responsibilities as the exclusive bargaining agent of the Employees covered by this Agreement.
- 2.2 **Non-Members of the Association.** Any Employee who chooses not to join the Association shall be required to pay an assessment uniformly levied upon all employees in connection with costs relating to collective bargaining and/or arbitration over the terms and conditions of any proposed collective bargaining agreement. The aforesaid payments shall be payable on or before the first day of each month and such sums shall in no case exceed the initiation fees, dues and assessments paid by those persons who are Members of the Association. Other than the payment of these monies, Employees who choose not to join the Association shall be under no further obligation or requirement of any kind to said Association. The payment of these fees is a condition of continued employment.
- 2.3 **Association Security.** Neither the Town nor the Association will interfere with or discriminate in any way against any Employee because of membership in or for legitimate activity during non-working hours on behalf of the Association or for non-membership or legitimate activity not on behalf of the Association.
- 2.4 **Due Process Rights.** Any Employee has the right to be accompanied by a Member of the Association, upon request, when appearing before his/her supervisor or Town to answer any charges that he/she may have violated any rules and regulations of the Town

or any of the terms and conditions of this Agreement if disciplinary action is reasonably likely to result if the Employee is found to have committed a violation.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 The Union recognizes that except as specifically relinquished by the express terms of this Agreement, all rights to manage, direct or supervise the operations of the Town and its employees are vested solely in the Town. Except as expressly and necessarily limited by the provision of this Agreement, among these rights retained by the Town pursuant to this Agreement are the rights to hire, discharge, or discipline non-probationary employees for just cause, introduce new or improved work methods, procedures, equipment or facilities and to reduce the workforce if, in its sole judgment, the Town requires fewer personnel, lay off employees, assign work, fix standards of quality and quantity for work done, control the types of work amount of work, method of accomplishing work and scheduling of operations, determine the number of employees on any assignment and job content, rearrange jobs and tasks to improve operational efficiency, enact and alter from time to time rules and regulations governing the conduct of employees, any and all aspects of employment and the internal conduct of the Town's government, which are not in direct, necessary conflict with the explicit provisions of this Agreement, to require employees to participate in training, and to transfer and reassign employees from one work location to another on a regular, temporary on intermittent basis. The forgoing management rights are expressly reserved to be decided by the Employer, without prior or subsequent bargaining with the Union, except to the extent that any management action hereunder is in direct violation of the requirements of any express provision of this Agreement.

ARTICLE 4

SENIORITY

- 4.1 **Seniority Defined.** “Town seniority” is defined to mean the accumulated length of continuous service with the Town or School Department, computed from the first day of most recent hire as an Employee. “Departmental seniority” is defined to mean the accumulated length of service within a particular department. An Employee will lose department seniority when he/she leaves the employ of that department.
- 4.2 **Probation.** Every employee shall serve six (6) probationary months of continuous active service. Employees shall have no seniority rights or grievance rights during this probationary period. During the probationary period, the Employee may be terminated by the Town without recourse to the grievance and arbitration procedures of this Agreement.
- 4.3 **Seniority List.** A seniority list will be prepared after the effective date of this Agreement, with a copy posted. The list shall be revised not less than once a year. The list shall be final and binding unless a grievance is filed within ten working days following the date of posting.
- 4.4 **Seniority Rights for Vacation, Overtime, Leaves and Shift Preferences.**
Vacation , overtime, leaves and non permanent shift vacancies will be determined by the Department head on a rotating basis, with the most senior member afforded the first rotation, and accordingly down to the member with the lease seniority.
- 4.5 **Job Vacancies.** In the event a job vacancy occurs in a position covered by this Agreement, such vacancy will be posted internally at work locations of Employees for five (5) business days. The Town encourages its Employees to seek advancement with

the Town, and Members felt to meet the qualifications of the position will be considered for the position. Management reserves the right to advertise the position to the general public following the internal posting, and select a person of its choosing who meets the qualifications of the position. In the event a Member who applies is not selected under the foregoing internal posting procedure, the Member will be advised of the reasons in writing at the time the position is filled if he/she so requests, and further, in person, if he/she so requests. A new position that will be covered by the terms of this Agreement will also be subject to the posting procedure.

4.6 **Termination of Seniority.** A Member's seniority shall terminate under any of the following circumstances:

- (a) Discharge;
- (b) Resignation;
- (c) Failure to return to work upon expiration of authorized leave without satisfactory explanation.
- (d) Absence for three consecutive working days without leave or notice;
- (e) Layoff for longer than thirteen consecutive months;
- (f) Absence for illness or injury or other leave longer than thirteen consecutive months;
- (g) Retirement;
- (h) Engaging in other employment while on extended paid sick leave from the Town.

4.7 **Termination of Employment.** A member's employment shall terminate under any of the following circumstances:

- (a) Failure to return to work upon expiration of authorized leave without satisfactory explanation;
- (b) Absence for three consecutive working days without leave or notice;

- (c) Layoff for longer than thirteen consecutive months.
- (d) Absence for illness or injury or other leave longer than thirteen months;
- (e) Retirement
- (f) Engaging in other enjoyment while on extended paid sick leave from the Town.

A member's employment may terminate upon conviction of a crime.

ARTICLE 5

LAYOFFS AND RECALL

- 5.1 **Layoffs.** In the event it becomes necessary for the Town to layoff Employees, the Employees in the affected classification with the least amount seniority in the classification first, and if classification seniority be equal, then the least amount of department seniority, shall be laid off first.
- 5.2 **Recall from Layoff.** The last laid off Employee in each classification shall be the first to be rehired in said classification. No person shall be hired by the Town in any classification until all Employees who have been laid off have been rehired, provided that the laid off Employee is available for work, meets the qualifications of the classification and is capable of performing the work in the classification satisfactorily to the Town. If an Employee has been recalled to a job classification that was not his/her own, and is not able to perform the job in a manner satisfactory to the Employer within fifteen business days, the Employee shall be placed back on the layoff list without loss of any rights under this Agreement and the next senior qualified Employee shall be given the same opportunity.
- 5.3 **Notification of Recall to Employees.** Recalled Employees shall be notified by the Town by Certified or Registered Mail with a copy to the Association. The Employee

shall have five calendar days subsequent to the date of delivery or attempted delivery of the letter within which to notify the Town of their intention to return to work and no more than fifteen calendar days subsequent to the date of delivery or attempted delivery in which to report to work. It will be the responsibility of the Employee to provide the Town with his/her latest mailing address.

- 5.4 **Recall to a Lower Classification.** If an employee is recalled to a lower job classification, the Employee shall have the right to refuse the recall within three calendar days without jeopardizing any of his/her recall rights under this Agreement. If any Employee is recalled to a position in a lower 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.
- 5.5 **Length of Layoff.** Employees' eligibility for recall will expire after thirteen months on layoff.

ARTICLE 6

JOB CLASSIFICATIONS, DESCRIPTIONS & POSTINGS

- 6.1 **Change in Job Description.** In the event the Town decides to change a job description or create a new position, it will notify the Union of the rate of pay it will attach to the new or changed position and provide the Union with a copy of the new or revised job description and qualifications. If the Union disagrees with the rate of pay, it will so notify the Town in writing within five days after delivery of notice of the new or changed job description to a Union officer. Within ten days thereafter, the parties will meet to discuss the appropriate range for the job. In the meantime, and until final resolution of the range questions, the Town's range as initially established shall be paid. In the event the parties are unable to reach agreement, the Union may raise the question in future negotiations over a new collective bargaining agreement.

6.2 **Job Postings.** A copy of job postings, internal and external, will be made available to the Association Secretary by the Town Manager by mailing same to PO Box 1739 at the time of posting.

ARTICLE 7

MEMBERS' OBLIGATIONS

7.1 **Members' Obligations.** Employees are required to abide by this Agreement and also comply with all lawful rules and regulations as promulgated by the Town which are not inconsistent with the express requirements of this Agreement. Should there be a question as to an Employee's obligation, he/she shall, under penalty of discipline up to and including discharge, comply with the rule(s) and grieve if he/she feels he/she has been wronged.

ARTICLE 8

SUBCONTRACTING

8.1 **Subcontracting.** It is the policy of the Town to utilize Employees to perform work they are qualified to perform. However, the Town reserves all rights to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency response subject to the provisions of Article III (Management Rights). Before implementing the provisions of this Article, the Town agrees to discuss with the bargaining unit its plans and consider alternatives.

ARTICLE 9

LEAVES OF ABSENCE

9.1 **Granting Leaves.** The Town, at its discretion, may grant a leave of absence to any Member for good and sufficient reason. The Town, at its discretion shall set the terms and conditions of the leave including, but not limited to, whether or not the leave is with pay or benefits. The Member shall make the request for leave in writing to the Town. A Member

who needs leave for an emergency condition that requires immediate action by boat or plane off the Island shall contact their supervisor by telephone within twelve hours of the Member's start of work unless personally incapacitated so as to be unable to do so. No leave shall be granted for more than thirteen months unless other laws dictate otherwise.

- 9.2 Removal of Sick or Vacation Time.** Members who select sick leave or vacation leave during the work week and who work forty hours in the same work week, not including call-in time, may request their supervisor to remove the sick leave or vacation leave from their time sheet and not lose any accumulated sick or vacation time from the Member's account. The Member and supervisor will agree to remove the sick or vacation leave prior to the submission of the time sheet to the Town.

ARTICLE 10

PERSONAL DAYS

- 10.1 Personal Days.** Employees will be granted three and one half (3-1/2) personal days within any one calendar year upon adequate notice to the Town.
- 10.2 Town Closings.** In instances where Town Office or Town Buildings are closed due to weather, emergencies or any unforeseen circumstance, administrative leave may be granted to Employees at the discretion of the Town Manager, or, in the case of school buildings closure, the Superintendent of Schools. Administrative leave is paid and not charged against sick, personal or vacation time. Dispatchers who have to work when other town offices are closed under an Article 10 determination shall be entitled to comp time equal to the hours worked on that day. Such comp time must be taken within ninety days of the closure, unless extended by approval of the Police Chief.

ARTICLE 11

BEREAVEMENT LEAVE

11.1 **Bereavement Leave.** In the event of the death of an Employee’s spouse, fiancé, significant other or child, bereavement leave with pay will be granted for up to five days in order to make arrangements and attend the funeral. Bereavement leave with pay will be granted for up to four days in order to make arrangements and attend the funeral in the event of the death of an Employee’s parents, siblings (including foster and step-siblings, mother and father-in-laws, sister and brother-in-laws and grandparents). The term “significant other” means a person with whom the Employee has lived openly and notoriously in a quasi-marital relationship for a period of at least three consecutive years at the time of death.

ARTICLE 12

VACATIONS

12.1 **Entitlement.** All members covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

<u>Town Seniority</u>	<u>Vacation</u>
More than 6 months but less than one year	5 days
One year but less than five years	10 days
Five years but less than nine years	15 days
Nine years and up	1 Additional day per year up to a maximum of 21 total days of vacation

For the purpose of determining the date on which service began, the beginning date shall be the first day on which the employee began his/her present term of continuous service with the Town.

Vacation leave shall be payable only for a work day on which the Employee would otherwise have worked and shall not be paid for an Employee’s scheduled day off, sick

leave, holiday, leave of absence or any day for which a Member has received full pay from the Town, provided, however, vacation shall be expended as permitted by the Federal Family and Medical Leave Act.

- 12.2 **Accrual of Vacation.** No more than ten (10) vacation days may be carried over at the end of each year. All other accumulated vacation time shall be lost. If the Town cancels scheduled and approved vacation time during the month of December, and the Employee is unable to reschedule it, that time may be carried over in addition to the ten days. Vacation and accumulated leave shall be included either in the employee pay stub or provided quarterly.
- 12.3 **Vacation Requests.** Vacation requests of one week or more must be submitted to the Employee's immediate supervisor at least one week prior to the first day of requested vacation, and the supervisor shall submit his or her recommendation to the Town Manager for final approval. All other vacation requests must be submitted at least forty-eight hours in advance.
- 12.4 **Approval for Vacation Time.** Vacation leave may be taken any time during the year subject to the positive recommendation of the Employee's immediate supervisor and final approval of the Town Manager.
- 12.5 **Vacation Leave Accrual.** Accumulation of vacation shall commence upon the Employee's date of hire but vacation days may not be taken during the probationary period. Vacation leave accumulation shall be based upon the individual Member's regular hourly schedule which is prorated based upon a forty hour work week.
- 12.6 **Vacation Leave Preference.** Vacation leave preference shall be accorded in order of seniority in each Department in rotation as long as such vacation shall not interfere with normal operations of the Employee's Department.

ARTICLE 13

HOLIDAYS

13.1 **Paid Holidays.** The following holidays shall be paid for Employee's who are scheduled to work on the day of celebration.

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Victory Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving
Friday after Thanksgiving
Christmas Day
December 31 (1/2 day)
December Floating Holiday*

*A December floating holiday will be limited to a day between December 1 and December 31, and the Association shall agree each year by February 5th of the date for that December floating holiday.

13.2 **Holiday Pay on Regular Day Off.** Whenever a holiday is celebrated on an Employee's schedule day off, the employee shall be paid for the holiday.

13.3 **Pay for Work on Holiday.** Employees who are required to work a normal shift on the holidays listed in Section 1 of this Article shall be paid their normal rate of pay for hours worked and their Holiday pay. The number of hours worked on a holiday shall be combined with other hours worked in that week in determining whether the Employee is entitled to overtime pay.

13.4 **Holiday During Vacation.** Whenever a holiday falls during an Employee's vacation, the Employee shall be paid for the holiday and will not be charged a vacation day.

13.5 **Holiday While on Sick Leave.** Whenever a holiday falls on a day while an Employee is on sick leave, the Employee shall be paid for the holiday and not be charged a sick day.

ARTICLE 14

SICK LEAVE

- 14.1 **Sick Time Credits.** All benefit eligible Employees covered by this Agreement shall be credited with sick leave at the rate of one day per month to a maximum of 102 days. No more than ninety days sick time may be carried over from one year to the next. All accumulated sick leave in excess of ninety days shall, be lost on December 31 of each year.
- 14.2 **Reasons for Sick Leave.** Sick Leave is only to be used under the following circumstances:
- (a) Personal injury or physical illness to such an extent that the Employee is unable to perform the duties of his/her position;
 - (b) Mainland medical appointments with supervisor's approval;
 - (c) Enforced quarantine when declared by the Department of Health or other competent authority;
 - (d) To attend upon an ill family member where necessary as set forth in Section 3 of this Article.
- 14.3 **Family and Medical Leave.** Employees who have worked for the Town for at least 1,500 hours during the previous twelve months are entitled to leave to care for a new or seriously ill child, parent, spouse or spousal equivalent as determined by the Town or as a medical leave if the Employee is seriously ill. Accrued sick and vacation leave will be used. The balance of time is leave without pay, although the Town will continue to make its contributions towards medical benefits. The Employee must make their request for leave in writing to the Town. The maximum amount of leave an Employee may take under this Section is six months in any two year period. This shall run concurrently with any statutory entitlements to family or medical leave.

14.4 **Medical Certificate.** The Town may require, as a condition of payment of sick leave, a physician's certificate indicating the nature of the illness and probably duration of absence from work. The Town will make reasonable efforts to maintain the confidentiality of the medical information contained in such certificates. The Town also may require a doctor's certificate or other medical proof satisfactory to the Town of any Employee returning from sick leave, as proof of the Employee's fitness for work. In any case in which the Town suspects sick leave abuse, a medical certificate may be required, or the Employee may be required to undergo a medical examination by a doctor chosen by the Town. The Town may require any Employee returning from sick leave to undergo a physical examination, at the expense of the Town, by a doctor chosen by the Town. Any Employee found to have abused sick leave or to have taken unauthorized leave will be subject to discipline up to and including discharge.

14.5 **Sick Leave Bank.** The purpose of the Sick Leave Bank is to provide additional sick leave for the benefit of eligible employees and other individuals employed by the Town who have exhausted all of their accumulated sick, vacation and personal leaves. The Bank shall be used to supplement Temporary Disability Insurance and Long-Term Disability coverage as established in Article 20. The current balance in the Sick Leave Bank as of January 1, 2016 shall not be added to during the term of this Agreement and no additional sick leave shall be donated. If the Sick Leave Bank hours decrease to less than 200 hours, the parties to this Agreement shall meet and mutually agree upon provisions for further donations within any given year.

Eligible participants who have exhausted their accumulated sick, vacation and personal hours, and are unable to return to work due to a long-term illness may apply for sick days from the Bank under the following conditions:

- (a) There shall be a Sick Leave Bank Committee (“the Committee”) comprised of two members appointed by the Union, the Town Manager and one person appointed by the Town Manager.
- (b) Applications for sick days from the Bank shall be made in writing and donated to the Committee. The application shall be accompanied by a physician’s certificate stating the nature of the illness or injury, the diagnosis, the prognosis and the anticipated length of absence. No sick days shall be granted under and circumstances until such application (with the accompanying certificate) is received by the Committee.
- (c) There shall be a ten (10) day waiting period before an eligible participant is eligible to receive additional sick days from the Bank. This ten (10) day period shall commence on the first day following the eligible participant’s exhausting all of his/her accumulated sick days, vacation days and personal days. In the event that the Committee grants the eligible participant’s request, the Committee may award benefits retroactive to the first day following the eligible participant exhausting all of his/her accumulated sick days, vacation days and personal days.
- (d) If any eligible participant is granted sick days from the Bank, he/she must submit a physician’s statement to the Committee through the Town Manager every two weeks indicating that the illness is still ongoing and that treatment is being provided. Where circumstances warrant, this requirement may be waived by the Committee.
- (e) The Committee will take into consideration any benefits received from TDI or Long-Term Disability in determining the number of sick days to be awarded to any eligible participant from the Bank.
- (f) The maximum number of days that may be granted to any eligible participant from the Bank shall be 180 per illness.

(g) The decision of the Committee shall be final and the eligible participant shall have no recourse either through the grievance procedure or any court proceedings.

(h) The Committee shall receive a quarterly report on the status of the Sick Bank from the Finance office upon request.

14.6 **Accidental Disability Retirement.** In cases where an injured Employee is a participant and Member of the Municipal Employee's Retirement System and is entitled to an accidental disability retirement in accordance with the General Laws of Rhode Island, he/she shall apply for such benefits, and if he/she qualifies, all obligations of the Town shall cease on the effective date of such retirement for accidental disability. Nothing in this Agreement is intended to prohibit the involuntarily termination of employment of an employee who, due to physical or mental impairment, is no longer able to perform his/her job duties.

ARTICLE 15

MILITARY LEAVE

15.1 **Reserve and Reemployment.** The Town will revise working schedules to accommodate an Employee's request to attend annual military training sessions not to exceed two week per year.

The provisions of federal law, and any amendments thereto, shall govern the reemployment of servicemen and women.

15.2 **Benefits While on Active Duty.** An Employee on Reserve of National Guard duty shall retain his/her seniority status while on active duty.

15.3 **Maintenance of Benefits.** The Town agrees to maintain all the Employee's health benefits until supplemented by military coverage.

ARTICLE 16

WAGES AND SALARIES

16.1 Salaries. .

The Parties agree to the following:

<u>Wage Increase</u>	<u>Health Insurance</u>
July 1, 2016 2.5%	8% of Premium Co-share
July 1, 2017 2.5%	8% of Premium Co-share
July 1, 2018 Wage reopener	Health Reopener

See Exhibit B attached

Glasses

The town agrees to pay each fiscal year up to \$100.00 per employee for corrective lenses to be reimbursed upon presentation.

16.2 Association Representation. The Association reserves the right to act as agent to negotiate hourly wage, annual salaries or rates of pay for Employees. The Town shall fix the starting wages for Employees employed after July 1, 2004 at no less than \$10.75 per hour. After the six month probationary period, upon satisfactory evaluation by the supervisor and approval by the Town, the Employee may receive a pay raise.

16.3 Jury Duty Pay. The Town will pay the difference between an Employee's regular straight-time salary and the juror's fee received by the Employee.

16.4 Calculating Pay Rate. An Employee's rate of pay for paid leaves (holiday, vacation, sick leave, bereavement, etc.) shall be calculated on the basis of the Employee's regularly scheduled straight-time hours multiplied by his/her hourly rate for each day of such absence when he/she was scheduled to work.

ARTICLE 17

HOURS WORKED AND OVERTIME

17.1 **Overtime.** For non-exempt Employees, all hours worked in excess of forty hours in one week will be paid at time and one-half the Employee's regular hourly rate for those hours actually worked in excess of forty.

17.2 **Application of Overtime.**

(a) **Weekend Pay:** Employees required to work, who normally do not work on weekends (based upon their department's usual work schedule) shall be paid at the rate of time and one-half for hours worked on weekends.

Employees whose job duties increase in the summer months because of the seasonal nature of their work – i.e. harbor employees, are not covered by this provision but do receive time and one-half for all hours worked in a week in excess of forty.

(b) **Holiday Work:** Employees required to work, who normally do not work on holidays (based upon their department's usual work schedule) shall be paid time and one-half for their hours worked plus their holiday pay. For the purposes of this Agreement, holiday hours worked shall be combined with other hours worked in that week to determine whether the employee is entitled to overtime.

(c) For the purpose of determining whether an employee meets the requirements of Section 2(a) and/or Section 2(b) the requirement for work must be pre-approved by the Town Manager.

17.3 **Work on Scheduled Day Off.** In the event an employee is called in for work on a scheduled day off, or is called back to work after his/her regular shift has ended, said employee shall be entitled to time and one-half pay for those hours worked, if said hours worked do not create an overtime situation at the end of a work week. If they do, the employee is entitled to no more than 150% of his/her hourly wage for hours over forty in a week. . When an employee is required to clerk a town board, committee or commission meeting outside the regular work week

schedule which would create an overtime situation in a pay period, the employee and the supervisor shall reach a mutually agreeable decision as to whether the employee is paid time and a half for overtime hours, or be given equivalent time off during the same week. If they cannot reach a mutually agreeable decision, the Town Manager shall determine the employee's compensation as between the two options.

17.4 **Comp Time.** Salaried employees who are required to work on a holiday or on his/her scheduled day off because of emergency situations or specific deadlines that must be met as per the direction of the Town Manger, may, in lieu of pay, receive an additional day off within thirty (30) calendar days of the holiday or day off, with the approval of the Town Manager. The time off shall be hour for hour for the time worked.

17.5 **Obligation for Overtime.** During winter snowplowing, sanding, or any emergency situation as declared by the Town Manager, where public health, safety and property may be endangered, an employee may not refuse any overtime assignment or call in unless he/she has a valid reason.

ARTICLE 18

MEDICAL BENEFITS

18.1 **Coverage.** The Town will continue to pay for hospitalization insurance for Employees as follows:

(a) For Employees who work less than twenty hours per week (1,040 hours per year) – no coverage.

(b) For Employees who work twenty hours up to thirty-five hours per week (1,040 hours per year to 1,819 hours per year) – individual coverage only. Such Employees, however, may purchase family coverage at their own expense, by payroll deduction.

(c) For Employees who work thirty-five hours or more per week (1,820 hours per year or more) – family coverage.

18.2 **Benefits.**

(a) As of July 1, 2011, eligible Employees will be provided with Health and Dental Insurance that will be equivalent in benefits provided for in the Health and Dental Insurance for the previous year of this Agreement. Dependents are afforded coverage up to age 26 or as required by federal law. The Town will meet and confer with the Association prior to implements any changes in benefits and will provide the Association with advance notice of changes in plan terms.

(b) The Town of New Shoreham will provide coverage to its employees under the provisions of BC/BS Healthmate, the health insurance provided the previous year of this Agreement. Any employee currently choosing Blue Cross Classic, a more costly plan, shall be allowed to continue coverage but shall reimburse the Town the differential in price between the two plans (family or single).

18.3 **Forced Reduction of Hours.** If, instead of layoff, an Employee's hours are reduced by the Town, he/she will be entitled to medical benefits at the level as if no reduction had occurred. No Employee's hours will be changed to circumvent medical benefits. If an Employee voluntarily reduces his/her hours, he/she shall receive benefits in the amount set forth in Section 1 above.

18.4 **COBRA.** To the extent that it is applicable, Employees who resign, retire or are terminated may be entitled to purchase health insurance benefits through the terms of the Comprehensive Omnibus Budget Reconciliation Act ("COBRA").

ARTICLE 19

LIFE INSURANCE

19.1 **Life Insurance.** The Town will provide, at is expense, life insurance coverage of Fifty Thousand Dollars (\$50,000.00) for all benefit eligible Members covered by this Agreement.

ARTICLE 20

LONG-TERM DISABILITY

20.1 The Town will provide, at its expense, long-term disability insurance for all benefit eligible Employees covered by this Agreement.

ARTICLE 21

PENSIONS

21.1 **State/Municipal Plan.** Eligible Employees covered by this Agreement will be enrolled in the Employee Retirement System of Rhode Island (with the COLA B). The cost of the plan will be borne by the Employees and the Town as set forth in the plan.

21.2 **ICMA-RC PLAN.** Eligible Employees covered by this Agreement are enrolled in the ICMA-RC 457 Plan under the rules governed by the Plan document. Employees must complete a six-month probationary period before they are eligible to participate in the Plan. Employees shall be employed by the Town for two years before they are eligible to have the Town make contributions on their behalf. The cost of the Plan will be borne by the Employees and the Town as set forth in the Plan.

21.3 **Increase in Salary.** The Town shall increase salary for eligible Employees for the purpose of deferring the increase to the Employee's 457 account based on the following years of service and corresponding amount:

2-5 years	\$32.00 per pay period
6-9 years	\$44.00 per pay period
10 years	\$56.00 per pay period

An Employee must meet the requirements of the Plan document. For purposes of determining the anniversary date of an Employee, length of service is determined as of June 30th.

Members must defer the increase to the 457 account. The increase may not be taken in cash during the first year of employment. After that, an employee may elect to receive the increase in cash or defer it to the 457 account.

Such election must be made by June 15th of each year by notifying the Finance Department on a form provided for same. If no form is received by June 15th of each year, the increase will be treated as it was in the current year with no change.

ARTICLE 22

PROFESSIONAL DEVELOPMENT/TRAVEL, MEALS

22.1 The Town agrees to make reasonable efforts to budget for and pay the travel and reasonable expenses for lodging and meals Employees incur for professional and official travel, meetings and conferences that enhance the Employee's professional development within the scope of his/her job description, subject to the discretionary approval of the Employee's supervisor and the Town Manager.

ARTICLE 23

OTHER REIMBURSED EXPENSES

- 23.1 **Eyeglasses.** The Town will, at its option, pay for the repair or replacement of prescription eyeglasses that an Employee has damaged as a direct result of performing work on behalf of the Town.
- 23.2 **Mileage.** Employees who are required by the Town to use their personal vehicles for Town business will be reimbursed at the current IRS rate per mile on a monthly basis and will be required to submit weekly mileage cards in a form to be provided by the Town. Repayment will not be made for mileage to and from work.

ARTICLE 24

NO STRIKES

24.1 Neither the Association, nor its officers, or agents or any Employee will, directly or indirectly, promote, instigate, encourage, authorize, ratify, condone or participate in any strike, sympathy strike, concerted work stoppage or any other intentional interruption of the operations of the town regardless of the reason for doing so.

Any or all Members who violate any of the provisions of this Section may be discharged or otherwise disciplined by the Town without recourse to the grievance and arbitration provisions of this Agreement.

ARTICLE 25

GRIEVANCE PROCEDURE

25.1 **Grievance.** A grievance is a complaint by an Employee covered by this Agreement that the Town has violated or misinterpreted one or more of the express provisions of this Agreement.

25.2 **Procedure.** The parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously in accordance with the following procedure:

Step 1 - The Employee who has a grievance shall submit it in writing to his/her supervisor within five business days after the event giving rise to the grievance. The grievance shall be signed by both the aggrieved Employee and his/her Association representative. The written grievance shall contain a detailed description of the act or omission being grieved, when it occurred, the name of the aggrieved Employee, the provisions of this Agreement allegedly violated (catchall recitations shall not suffice) and remedy sought. The supervisor, the grievant and the Association representative shall meet within ten business days of the filing of the grievance at a time and location mutually agreeable to all the parties. If the grievance is settled as a result of this meeting, the settlement shall be reduced to writing and signed by the supervisor, the grievant, the Association representative and the Town Manager. If no settlement is reached, the supervisor shall give a written answer to the Association within ten business days following the meeting.

Step 2A If the grievance is not settled at Step 1 and the Employee, except School Employees, wishes to appeal the grievance to Step 2 of the grievance procedure, the grievance shall be submitted to writing to the Town Manager within ten (10) business days after the answer in Step 1. The Town Manager, the supervisor and the grievant and Association representative will meet within twenty business days after the filing of the grievance with the Town Manager at a time and location mutually agreeable to all parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Town Manager, the supervisor, the grievant and the Association representative. If no settlement is reached, the Town Manager shall give the Town's written answer to the Association within ten (10) business days after the final meeting.

Step 2B

- (1) If the grievance is not settled in Step 1 and the School Employee wishes to appeal the grievance to Step 2 of the grievance procedure, the grievance shall be submitted in writing to the School Committee within ten (10) business days after the answer in Step 1. The School Committee, the supervisor, the grievant and the Association representative shall meet within twenty (20) business days after the filing of the grievance with the School Committee at a time and location mutually established by the Committee. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the School Committee, the supervisor, the grievant and the Association representative. If no settlement is reached, the School Committee shall give its written answer to the Association within ten (10) business days after the final meeting. The School Committee may designate one or more individuals to represent it in any meeting and/or response described in this Article.

- (2) If the grievance is not settled in Step 2B(1) and the School Employee wishes to appeal the grievance to Step 2B(2) of grievance procedure, the appeal shall be submitted in writing to the School Committee within ten (10) business days after the answer in Step 2B(1). The School Committee, the supervisor, the grievant and the Association representative shall meet with the Town Manager within twenty (20) business days after the filing of the appeal with the School Committee at a time and location mutually agreeable to all parties. The Town Manager shall act as mediator to attempt a settlement between all parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Town Manager, the School Committee, the supervisor, the grievant, and the Association representative. If no settlement is reached, the School Committee shall give their written answer to the Association within ten (10) business days after the final meeting. The School Committee may designate one or more individuals to represent it in any meeting.

The failure of the Town or the School Committee to meet any of the deadlines established in this procedure shall be deemed a denial of the grievance unless the time limits have been extended in writing signed by the Association and Town Manager. Such denial shall be deemed to have been made on the day on which the written answer was due. The failure of the Association to meet any of the deadlines set forth in this Article shall be deemed a withdrawal of the grievance with prejudice, unless the deadline has been extended by mutual agreement, in writing, signed by the Association and the Town Manager.

25.3 **Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration within seven business days after receipt of the answer in Step 2. The parties, by mutual agreement in writing, may submit more than one grievance to the same arbitrator, but in the absence of such agreement only one grievance may be submitted to the same arbitrator. The parties shall attempt to agree upon an arbitrator within fifteen business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the Union shall within three (3) days thereafter request the American Arbitration Association to process the grievance pursuant to its usual procedures.

25.4 **Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from any of the provisions of this Agreement. The arbitrator shall only consider and make a binding award with respect to the specific issue described in the written grievance. The arbitrator shall have no power to make an award to contrary to or inconstant with or modifying or varying the laws of the State of Rhode Island, the decision of its courts or the ordinances of the Town of New Shoreham in effect at the date of the arbitration proceeding. The arbitrator shall submit in writing an award based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on all parties.

25.5 **Time Limits.** No grievance shall be entertained or processed unless it is submitted within five business days after the occurrence of the event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If the Town does not answer a grievance or appeal thereof within the specified time limits, the grievance shall be deemed to have been denied on the date in which the answer was due, and the grievant and the Association may immediately appeal the

grievance to the next step in accordance with the procedures set forth in this Article.

Failure to do so shall constitute waiver of the grievance.

25.6 **Discipline and Discharge.** Nothing herein shall prohibit the Town from discharging or otherwise disciplining any Employee covered by this Agreement, regardless of seniority, for just cause. In the event that an Employee feels that he/she has been unjustly dealt with, said Employee, or the Association with the permission of the Employee, shall have the right to file a complaint, which must be in writing, with the Town within ten (10) business days from the time of discharge or discipline. Said complaint will be treated as a grievance subject to the grievance and arbitration procedure herein provided. If no complaint is filed within the time specified, the said discharge or discipline shall be deemed absolute.

25.7 **Appeals.** The parties retain such rights as are accorded them under the laws of the State of Rhode Island to contest an arbitrator's award.

ARTICLE 26

ADDITIONAL DUTIES PAY

26.1 An employee who is requested to fulfill some or all of the duties of an additional position, as a result of that position being vacant through medical emergency, maternity leave, authorized leave of absence, resignation or termination, may be compensated for such additional duties upon the determination of the Town Manager in consultation with the representatives of the New Shoreham Employee's Association for the period of time the duties or position are assumed.

ARTICLE 27

ENTIRE AGREEMENT

27.1 This Agreement constitutes the entire agreement between the parties and concludes the collective bargaining on any subject, whether included in this Agreement or not. To the extent that the express provisions of this Agreement do not restrict the discretion or authority of the Town, the Town retains all of the power of unilateral action that it enjoyed prior to the time when the Association first gained the support of a majority of Employees in the bargaining unit. There are no other agreements between the parties. Waiver of the Town's rights in prior instances shall not be a waiver of its rights in any future instance. There are no past practices that the parties intend to be binding upon them.

ARTICLE 28

SEVERABILITY

28.1 In the event that any provision of this Agreement shall be held by operation of law or by a court or administrative agency of competent jurisdiction to be invalid or unenforceable, the remainder of the provision of this Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provisions hereof are declared to be invalid or unenforceable, the parties shall meet within thirty days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE 29

UNION COMMITTEE

29.1 The Union Stewards and Officers will be allowed the necessary time during working hours to process grievances and to conduct contract negotiations with approval of the Town Manager or the Superintendent of Schools or designee and such approval shall not be unreasonably withheld.

ARTICLE 30

CLOTHING ALLOWANCE

- 30.1 Each employee in the Highway Department and School Custodians shall be entitled to a two hundred (\$200.00) dollar per year clothing allowance.

ARTICLE 31

ANNUAL PERFORMANCE EVALUATION

- 31.1 The parties agree that the Town of New Shoreham or New Shoreham School Department has the right to an annual performance evaluation of all employees. The performance evaluation shall be confidential and shared with the individual employee for the main purpose of evaluating and improving performance. Such performance evaluations will be done in a fair and equitable manner. Performance evaluations and responses thereto shall be made part of the employee's personnel file. Employees will sign the performance evaluation as a matter of record of notification only and are entitled to respond in writing if so desired. They also have the right to appeal any performance evaluation if they believe there is bias or unfair conclusion made by such report. Such appeal will first be made with the author of the report and then to the Town Manager or Superintendent, and the decision of the Town Manager or Superintendent is final. At each level of appeal, modifications may be made in the performance evaluation if so determined necessary and correct.

EXHIBIT A

The New Shorcham Employees' Association Compensation Plan establishes a salary structure that categorizes employment opportunities in the Town and creates a minimum and maximum salary range for each classification.

Job descriptions will be periodically reviewed by a committee made up of two members of the Union executive board and the Town Manager and one Town Council member. Where appropriate, job descriptions will be modified by mutual agreement to reflect the responsibilities of the position. When the job responsibilities increase or change, the position will be examined as to its placement on the grade scale. Any adjustment in the placement is to be mutually agreed upon by the parties.

The town agrees to review the grade scale for positions every three years and may adjust the ranges in accordance with the Social Security Adjustment as of January 1.

Should the School Department be required to participate in a specific health care plan under RIGL 27-73, the Town and the union will meet to discuss the Town's participation in such plan.

The pay scales as of July 1, 2016 are:

Grade	Minimum	Maximum
C	\$12.31	\$16.36
D	\$13.71	\$18.92
E	\$15.46	\$22.34
F	\$18.04	\$27.32
G	\$45,044.56	\$67,566.14

ARTICLE 32

TERM OF AGREEMENT

32.1 This Agreement shall take effect on July 1, 2016 by all parties and remain in full force and effect until June 30, 2019, subject to the provisions of Exhibit A attached; and shall continue in full force and effect from year to year until either party to this Agreement desires to change or modify any of the terms or provisions of this Agreement. The party desiring the change or modification must notify the other party to this Agreement in writing, 120 days prior to the Financial Town Meeting, which is the last day on which money can be appropriated by the Town. Should either party to this Agreement serve such notice upon the other, a conference of the Town and the Association shall commence no later than ninety (90) days after the notice is given.

Dated this ____ of _____, 2016

IN WITNESS THEREOF, the Town of New Shoreham has caused this Agreement to be signed and executed on its behalf by its Town Manager. The Chairman of the School Committee has signed on behalf of the New Shoreham School Committee, and the authorized negotiating team of the New Shoreham Employee's Association have executed this Agreement on behalf of the Association, both in duplicate, the day and year first written above.

FOR THE UNION:

FOR THE TOWN:

FOR THE SCHOOL COMMITTEE:

of the RI Council 94, AFSCME, AFL-CIO Local 2855 New Shoreham Employee's

Association have executed this Agreement on behalf of the

Association, both in duplicate, the day and year first written above.

FOR THE UNION:

Bethanie J. Rousseau
Cynthia L

John Burns

FOR THE TOWN:

Henry O. Dodge
Town Manager

FOR THE SCHOOL COMMITTEE:

William F. Fish
School Committee Chair