AGREEMENT BETWEEN

THE TOWN OF NORTH SMITHFIELD

AND

RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO

ON BEHALF OF

THE NORTH SMITHFIELD TOWN EMPLOYEES

LOCAL 937

July 1, 2014 to June 30, 2017

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ARTICLE 1: RECOGNITION

1.1 The Town of North Smithfield recognizes AFSCME, Council 94, hereinafter referred to as the Union as the sole and exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

1.2 The bargaining unit consists of all employees either full or part time in the North Smithfield Highway Department, Police Department, and Town Hall as defined in the Rhode Island State Labor Relations Board, Case #EE 3139, 3262, 3489, and 3587 excluding emergency personnel, for the purpose of collective bargaining with respect to hours, wages, and working conditions. All references to a single gender will be understood as applying to both genders

1.3 The management of the Town of North Smithfield and the direction of the working forces is vested exclusively in the Town including, but not limited to the right to hire, suspend or demote, discipline or discharge for just cause, to transfer or layoff because of lack of work or other legitimate reasons, to determine the type, kind and quality of service to be rendered to the community, to determine the location of the physical structures of any division or department thereof, to plan and schedule services and work programs, to determine the methods, procedures and means of providing such services, to determine what constitutes good and efficient Town service, subject to the terms of this agreement.

ARTICLE 2: UNION SECURITY

2.1 All members covered by this agreement who are members of the Union may remain members of this Union for the life of this agreement. All employees may join the Union and remain members for the life of this agreement.

2.2 Any present or future full time employee who is not a Union member shall pay to the Union each month a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly dues from the first day of employment.

2.3 The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization, or with any individual, so long as the Union is the bargaining representative.

2.4The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this agreement because of membership in, or legitimate activity on behalf of the Union.

2.5 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed,

national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

ARTICLE 3: DUES CHECKOFF

3.1 The Employer agrees to the Union Checkoff system, whereby Union dues and agency fees will be withheld from the employee's pay. Such withholdings are to be transmitted by check at intervals of no greater length than thirty-one (31) days made to the order of Rhode Island Council 94, 1179 Charles Street, North. Providence, Rhode Island and accompanied by a list of employees paid.

3.2 Upon receipt of a voluntary written authorization from any union employee covered by this Agreement on forms provided by the Union, the Employer shall deduct from the pay of such employees the PEOPLE contributions authorized by the employee and forward said deductions to the Union. Deductions shall not be coupled with the Union dues and shall be forwarded separately.

ARTICLE 4: HOURS OF WORK

GENERAL.

4.1 **Work Week, Shifts and Break Periods:**

Except as otherwise provided, it is hereby agreed that there shall be two basic work weeks as follows:

1. A thirty-five (35) hour work week (5 consecutive days), exclusive of unpaid lunch periods.

2. A forty (40) hour work week (5 consecutive days).

Employees may be granted flexible work schedules upon agreement with the Town Administrator. The Town Administrator will not unreasonably deny a flexible work schedule.

4.2 **Lunches and Breaks:**

Lunches will be as per the practice between the parties. Any employee who is requested or volunteers to work through a lunch period with prior approval of their Department Director or designee will be compensated as per the premium payment language in this article. Full time employees will be entitled to two (2) ten (10) minute coffee/rest breaks per day with pay. Part-time employees will be entitled to one (1) ten (10) minute coffee/rest break with pay per half day worked.

4.3 **Work Week - Highway/Parks and Recreation:**

Eight hours of work between the hours of 7:00am to 3:00pm with one (1) fifteen (15) minute break - 8:30 am to 8:45 am and a thirty (30) minute lunch - 11:30 am to 12:00 noon. The regular work week shall consist of five (5) consecutive working days from Monday.

4.4 **Work Week Animal Control Department:**

The hours of work for the Animal Control Officer will be Monday through Friday from 7:30am to 3:30 pm with a one half (1/2) hour paid lunch. The Animal Control Officer who works under the direction of the Director of Public Works or his/her designee may also be called in on an emergency basis. The Director of Public Works or his/her designee shall be notified by the Police Department Office in Charge of any emergencies relating to Animal Control duties and will be compensated at the rate of time and one-half.

4.5 **Work Week - Dispatchers:**

The hours of work for the dispatchers will be:

First Shift 0800-1600 hours

Second Shift 1600-2400 hours

Third Shift 2400-0800 hours

Dispatching will be on a continuous basis through the seven (7) day work week. Police Department employees will be allowed to take a ten (10) minute coffee break, when physically able, for each four (4) hours of work performed with regular hours or overtime. Hours will be flex time as determined by the department to do clerk as well as dispatcher duties.

(a) Full Time Dispatchers

(1) All full time employees shall work five (5) days.

(2) All full time dispatchers will be assigned shifts Monday through Friday.

(3) Full time dispatchers will bid on shift in November of each year to be effective the following January.

(b) Part Time Dispatchers

(1) The part time dispatchers will work weekend shifts.

(c) Temporary changes

(1) Temporary Change in Arrangements - Police Department: The right to temporarily change assignments at the Police Department at any time shall be permitted, provided, however, that permission to change must be obtained from the Chief of Police. No employee shall be unreasonably denied the right to change.

(2) Each employee involved in the temporary change of shifts must sign the proper form indicating the dates and hours desired, and the form must be presented to the Chief of Police for authorization within a reasonable time prior to the change. If a request is unreasonably denied, such denial can be subject to the grievance procedure.

4.6 **Work Week - Town Hall and Annex:**

Thirty-five (35) hours per week. Monday through Wednesday from 8:00am to 4:00pm with one (1) hour unpaid lunch. Offices to be affected are the Administrator's Office, Town Clerk's office, Finance and Tax Assessor's office, Building Inspector's office, Planning office, and Tax Collector's office. Those offices will be available to the residents on Thursday from 8:00am until 7:00pm and will close at 12 noon on Fridays.

(a) For the purpose of utilization of sick leave, vacation, personal days, compensatory time, etc., employees will be charged as follows: ten (10) hours for Thursdays and four (4) hours for Friday for Town Hall/Annex employees.

(b) Town Hall/Annex Employees will receive a twenty (20) minute paid rest break on Thursday evening to be used for a dinner meal.

ARTICLE 5: PREMIUM PAYMENTS

5.1 The following premium payments will apply to all FULL time employees, and those part-time employees, who work more than eight (8) hours in a day, except as indicated in 5.10 and 5.11.

5.2 Time and one-half shall be paid for all hours worked in excess of thirty-five (35) hours for Town Hall/Annex employees and forty (40) hours for all other employees in any one week. Approved sick leave, vacation, and personal leave shall be considered as regular time worked for the purpose of computing premium payments.

5.3 Town Hall employees will be eligible for overtime after 7:00pm on Thursdays and 12:00 pm on Fridays, and will be paid in accordance with applicable provisions of the contract.

5.4 Any Dispatcher called back to work from vacation, sick time, etc., will be paid their regular day's pay and not have time deducted from his vacation, sick time, etc.

5.5 Time and one-half, for hours worked shall be paid to any Highway Department employee who has been called back to work on a vacation day and the employee shall have their vacation day credited back.

5.6 Any employee called back to duty shall receive a minimum of four (4) hours accredited time. Employees punching in within two (2) hours of their normal work day starting time will receive pay at time and one-half for time worked. Employees will receive a minimum of two (2) hours of time and one-half for being called in after 5:00am. 5.7

5.7 The Town will make every reasonable effort to distribute overtime equally among all employees of the Department first then the entire bargaining unit on a rotating basis by seniority. The Town agrees to make available to the Union a record of such overtime work.

5.8 The part time dispatchers and full time dispatchers shall be used to fill vacancies for overtime only from the rotating overtime list.

5.9 Compensatory time for dispatchers may be granted at the discretion of the Chief of Police and will not be unreasonable withheld.

5.10 Employees will receive during normal working hours, straight time plus one-half compensatory time for all time worked doing finish and rough carpentry, building construction, electrical and plumbing work and auto body work. T

5.11 All second (2nd) shift full time dispatchers shall receive a thirty-five (.35) cent per hour wage differential; and all third (3rd) shift full time dispatchers shall receive a fifty (.50) cent per hour wage differential. Note: Wages in salary schedule reflect the shift differentials.

5.12 Employees may elect to have the time and one-half as pay or compensatory time of not more than sixty-six (66) cumulative hours at any one time except Dispatchers.

As of July 1, 2013, all employees who have accumulated over sixty-six (66) compensatory hours will be allowed to keep those hours and will not be forced to discharge those hours. However, those employees will not be allowed to accumulate more compensatory time until their compensatory hours drops below sixty-six (66) hours. Once compensatory time drops below sixty-six (66) hours, these employees are entitled to accumulate up to sixty-six (66) compensatory hours.

ARTICLE 6 OUT OF GRADE PAYMENT

6.1 When an employee is required to work in a higher classification said employee shall receive pay in the higher classification in accordance with the prevailing rate of that higher classification. If a truck driver operates a Sweeper, Flail Mower, Catch Basin Truck, or loader/backhoe they will receive the Operator rate of pay for that day. Any truck driver who operates said equipment must possess the proper licenses per State law.

6.2 If an employee is requested to work in a lower classification, said employee shall receive his regular rate of pay,

6.3 Employees will not be required to work out of classification unless there is an emergency or requested by management.

6.4 Employees can work out of classification in higher or lower classes on an overtime basis with permission from the Department Head or Town Administrator.

6.5 The Town shall not call in anyone to do work within the bargaining unit unless every qualified member of the bargaining unit is first given an opportunity to perform such work , first option shall be given to qualified employees in the classification and second option shall be given to all qualified employees in the bargaining unit.

ARTICLE 7 HOLIDAYS

7.1 All employees covered by this agreement, shall be paid for the following Holidays.

New Year's Day	Columbus Day
Memorial Day	Veterans Day
Martin Luther King's Birthday	Thanksgiving Day
Independence Day	Day after Thanksgiving
President's Day	Christmas Eve Day (December 24th or the business day before Christmas)
Victory Day (VJ)	Christmas Day
Labor Day	½ Day New Year's Eve
Presidential Election Day	One (1) Floating Holiday

If V-J Day is abolished by an act of the General Assembly, said holiday shall be deleted as a paid holiday as outlined in Section 7.1 above and one additional paid floating holiday will be substituted to replace VJ Day.

7.2 It is understood that an employee will continue to receive such holidays even if the employee is on any of the following status during a holiday:

a. Jury Duty

b. Military Leave

c. Bereavement Leave

d. Sick Leave

7.3 The Town will compensate part-time employees who are required to work on holidays their regular pay plus holiday pay for hours worked.

7.4 Highway and Town Hall/Annex Employees:

(a) Full time employees are entitled to the day off with pay for all holidays listed in 7.1.

(b) Thereafter, whenever a holiday falls on a vacation day, the employee shall be entitled to an additional day off to compensate for the holiday.

(c) If a holiday falls on Friday or Saturday, all Highway and Town Hall/Annex employees will be granted Friday off with pay and Town Hall/Annex employees will work until 4:00 PM on Thursday. If a holiday falls on a Sunday, all employees, will be granted Monday off with pay.

(d) If an employee works is called back on a holiday which is a regular day off, the employee will receive holiday pay plus time and one-half for all hours worked.

(e) If Christmas falls on a Monday, the employee will get Tuesday off.

(f) If a holiday falls on a Monday, Tuesday, Wednesday or Thursday, the employee will get that day off.

(g) If Christmas day falls on a Sunday, Town Hall/Annex employees will work Thursday till 4:00pm and will get Friday and Monday off.

(h) If New Years day falls on a Sunday or Monday, Town Hall and Municipal Annex employees will get Friday and Monday off. The Highway and Recreation Departments will work Friday from 7:00am to 11:00am and have Monday off.

7.5 Police Department Employees:

(a) Dispatchers are required to work on holidays that fall within their regular work schedule.

(b) Whenever any full time employee works on a holiday, he/she will receive double time and one-half for all hours worked.

(c) All employees who work beyond eight (8) hours on a holiday, will receive time and one-half for all hours worked.

(d) Effective 711/11 part-time dispatchers will be paid double time for the following holidays:

Thanksgiving and Christmas Day – 1st and 2nd shifts only

Christmas Eve – 2nd shift only

ARTICLE 8 VACATIONS

8.1 All employees shall receive vacations with pay equal to their regular weekly salary computed based on their anniversary date.

Completed Years of Service	Vacation
1 year	6 days
2 years – 5 years	13 days
6 years – 10 years	19 days
11 years – 19 years	23 days
20 years and over	Add one (1) day per year up to 27 days

8.2 The distribution of vacation pay shall be on or before the start of the employees vacation with two (2) weeks written notice to their immediate supervisor.

8.3 After the completion of one year of employment, part-time employees will receive one week paid vacation. The one week is equivalent to the employee's normal work week.

8.4 Time for taking vacation shall be approved by the Department Head. Seniority shall determine preference in scheduling vacation periods, subject to Departmental programs. All employees by seniority in each division may have first choice in selecting blocks of vacation of up to two (2) weeks with the option of additional days being requested with the approval of the Department Head. Once original requests are made, all other vacation requests will be on first come basis.

8.5 No more than one (1) year's vacation may be carried over from year to year unless written approval to carry over more is obtained from the Town Administrator and forwarded to the Finance Director .

8.6 All vacation time accrued by an employee shall be paid to the employee upon voluntary separation of town services, termination, retirement, permanent disability, or upon the death of the employee. Such payment shall be made to the employee's next of kin, or to employee's estate. Should an employee leave before his/her anniversary date, said employee shall receive payment prorated for the time worked in the contract year.

8.7 Each pay stub will reflect vacation accruals.

ARTICLE 9 SICK LEAVE

9.1 Sick leave with pay is hereby defined to mean the absence from duty of any employee because of personal illness, bodily injury, exposure to contagious diseases, or illness of spouse, children, or parents including treatment at a physician's office, dental treatment center, hospital and the like.

9,2 Police Department: Requests for sick leave must be reported to the Officer in Charge (OIC).

9.3 Highway Department: Requests for sick leave must be reported to the Department Head one (1) hour prior to the employee's scheduled reporting hours for work, if possible.

9.4 Town Hall: Requests for sick leave must be reported to the Department Director or designee at least one (1) hour prior to the employee's scheduled reporting hours for work, if possible.

9.5 All absences of more than three (3) consecutive days duration must be substantiated by a doctor's certificate stating the cause and expected duration of an employee's leave. Note: Doctor's note is required for an absence of four (4) or more consecutive days.

9.6 Paid sick leave for any employee shall be granted at the rate of seven (7) days for the first year of service and sixteen (16) days for each year after the first year and shall not accumulate in excess of one hundred eighty (180) days.

9.7 Part-time employees shall not be entitled to sick time.

9.8 Each pay stub will reflect sick leave accruals.

9.9 All accumulated sick leave time accrued by an employee shall be paid to the employee upon voluntary separation of town services, termination, retirement, permanent disability, or upon death of the employee shall be entitled to receive one-half (1/2) pay for each hour of accrued sick time to his/her credit as of the date of termination for up to ten (10) years of service. Employees or his/her estate shall receive full pay for each hour of accrued sick time to his/her credit after ten (10) years of completed service from date of hire.

ARTICLE 10 BEREAVEMENT

10.1 Bereavement (Funeral Leave) shall be granted to an employee for up to five (5) working days for the death of the employee's father, mother, spouse (same sex or opposite sex), child, brother, sister, step mother, step father, domestic partner, civil union partner and step children. Two (2) working days shall be granted to an employee (for the death of a brother-in-law, sister-in-law, father-in-law, and mother-in-law, daughter-in-law, son-in-law, grandmother, grandfather and grandchild.

10.2 Funeral leave may be granted to employees for one (1) day for relatives other than the above to permit attendance at the funeral at the discretion of the Town Administrator upon the

recommendation of the Department Head. Written request must be submitted to Department Head.

10.3 All bereavement leaves shall be utilized within within a reasonable time of notification of said death.

10.4 Two local Union representatives shall be allowed one half (1/2) day with pay to attend the funeral of a current Local 937 Union member.

ARTICLE 11 PERSONAL LEAVE

11.1 All full time employees shall receive four (4) paid personal leave days on their date of hire and thereafter on their anniversary date. If possible, requests for personal leave shall be made in advance and in writing.Such leave may only be denied if the resulting absence interferes with the proper conduct of the department functions. 11.2 Employees shall not be required to state the reason for personal leave.

11.2 Personal leave days must be used in the year earned. Personal leave accruals will be listed on an employee's pay stub. The Town Administrator may authorize the carry over of personal leave days if the employee was unable to utilize leave days due to departmental needs. Written requests for carry over must be submitted to the Town Administrator.

ARTICLE 12 LIFE INSURANCE

12.1 The Town agrees to purchase and pay for a life insurance policy covering each employee, including all permanent full time employees, in the bargaining unit. Said policy shall be in the amount of fifty thousand ($50,000) dollars. All part time employees will receive one half (1/2) the amount of full time. Employees with fifteen (15) years or more Town service, at their own expense, can receive life insurance at the Town's group rate upon leaving Town employment.

ARTICLE 13 LONGEVITY

13.1 All full time employees covered by this contract shall be entitled to longevity payments annually as outlined. Members entitled to longevity payments shall be paid one lump sum on employee's anniversary date.

	Percent of Base Pay	
Years Completed		
Completion of five (5) consecutive years		3.50

Completion of ten (10) consecutive years		5.50
Completion of fifteen (15) consecutive years		6.00
Completion of twenty (20) consecutive years and over		6.50

13.2 When the service of an employee shall be ended by layoff, retirement voluntary separation of town services, permanent disability or death, the employee or his estate, whichever is appropriate, shall receive all longevity payments due the employee on a pro-rated basis for that year.

ARTICLE 14 RETIREMENT

14.1 The Town agrees to continue coverage for all employees under the Municipal Employees Retirement System.

14.2 All employees covered by this agreement shall be eligible for Rhode Island T.D.I. at the expense of the employee. The Town agrees for such deduction.

14.3 All employees who retired after December 31, 1999 will receive a COLA Plan B. Employees will contribute an additional 1% toward retirement effective as per State law.

14.4 All employees shall give the Town a minimum of two (2) weeks notice of the effective date when voluntarily terminating their employment with the Town.

ARTICLE 15 HEALTH AND DENTAL INSURANCE

(SEE ATTACHED)

15.1 Thirty (30) days from date of employment all full time employees shall be covered by the following family or individual health programs dependent upon his/her marital status.

Dental Family Coverage Level II - paid by the Town

Health Insurance ($250.00/$500.00 Family Deductible)

Family Script

15.2 Employees hired prior to 7/1/2014 shall contribute the following percentages to the costs of health care ~~and dental~~ premiums:

Effective upon ratification - 6%

Effective July 1, 2015 - 7%

Effective July 1, 2016 - 8%

Effective 7/1/14 all new hires shall contribute ten percent (10%) to cost of health care and dental premiums annually

Effective 7/1/10 November and May of each year all employees may submit receipts for reimbursement of medical expenses up to $$150 (Individual Plan)/$200 (Family Plan) per year.

15.3 Those members who choose to opt out of health care and dental benefits, shall be entitled to fifty (50%) percent of the premium not to exceed $2,500.00 for a family plan and $1,000.00 for a single plan. If employees elect this option, they must do so during the first month of the fiscal year. No employee may be compelled to accept such an alternative payment. If an employee chooses to exercise this option, he shall only be allowed to elect back into the health plan in the event of marriage, divorce, death or spouse or child, birth or adoption of a child, termination from employment of his spouse or any other major change in family circumstances recognized under applicable law or during open enrollment period and return any unused portion of payment of received.

15.4 Part-time permanent employees may, at their own cost, receive medical coverage at the Town's group rate if they so choose.

15.5 The Town has a right to investigate other health plans of equal benefit and comparable participating doctors and medical facilities and present their findings to the Union for approval of an alternate health plan. Such approval will not be unreasonably denied.

15.6 The Town of North Smithfield and Local 937 hereby agree that all Town employees hired before July 1, 2005 will be covered at the Town's expense for current health and dental insurance coverage (family or individual) when they retire or become disabled if they have completed twenty (20) years of service for a period of 5 years post-employment.

ARTICLE 16 ON THE JOB INJURY

16.1 Employees injured on the job shall not lose any benefits covered by this agreement. Employees injured on the job shall be entitled to Workers' Compensation. There shall be no accumulation of sick leave or vacation time or holidays during the period of absence from the job due to injury on the job.

ARTICLE 17 MILITARY SERVICE - JURY DUTY

17.1 The provisions of the Federal Laws or any amendments thereof, while in effect, will govern the re-employment of ex-servicemen.

17.2 Annual Military Leave shall consist of fifteen (15) consecutive calendar days, which will be without loss of pay. The Town agrees that when an employee is absent due to annual reserve military training of two (2) weeks, he shall receive the difference between his straight time hourly pay and that which he received for his military service Holidays will be paid during this period.

17.3 An employee who is required by law to be absent from work for Jury Duty will be paid his regular salary and turn over to the Town the check he receives from the court.

ARTICLE 18 UNION REPRESENTATIVE - OFFICE TIME OFF

18.1 The Town agrees that during regular working hours, on the Town's premises, members of the Local's Executive Board shall be allowed time off with pay for up to four (4) hours in a work day for grievance hearings and/or Union business with Town officials. With advance notice, members of the Executive Board will be allowed to one work day off with pay for arbitrations and negotiations.

The Board Member will notify his/her respective supervisor prior to going on Union business. If a Union official must respond in an impromptu manner, the officer will notify his/her supervisor as soon as possible. Time for Union business will not be unreasonably denied.

18.2 All duly accredited Union Council 94 Representatives shall have access to the Town's premises for the purpose of investigating and processing grievances, conferring with Local Representatives and/or Town Representatives.

ARTICLE 19 DISCIPLINE AND DISCHARGE

19.1 Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in Article 27. 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, with Union representation, brought to the attention of the employee. After a period of one (1) year, if the employee has not committed any further infractions of appropriate rules and regulations, the employee may request to have oral and/or written reprimands expunged from their records and the Employer will comply. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entries in his personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee upon the employee's request and also upon official request of the Union President or Union designee for legitimate Union business. Where appropriate, disciplinary action or measures shall include only the following:

Oral reprimand

Written reprimand

Suspension or

Demotion where appropriate

Discharge

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

19.2 The Employer shall not discharge or suspend an employee without just cause. Within two (2) weeks of such suspensionor discharge, the Union may file a grievance with the Town Administrator as set forth in Article28.2(c).

19.3 In the event that an employee is dismissed, demoted or suspended under this section, and such employee grieves such action and his/her grievance is sustained, he/she shall be restored to his former position and compensated at his/her regular rate for any time lost during the period of such dismissal, demotion, or suspension. The compensation owed under this section shall be mitigated by actual wages earned with the Town and/or unemployement benefits received during the time the employee was dismissed, demoted, or suspended.

19.4 No hearing shall be public except by agreement of the parties involved.

19.5 The employee may be represented by the Union, and the Union shall have the right to designate counsel to represent it and the employee.

19.6 To avoid arbitrary firings when a department head is not satisfied with the performance of work of an employee, the employee shall be counseled in the presence of his/her Local Union Representative in order to help improve the employee's performance of work prior to the start of progressive discipline.

ARTICLE 20 CDL

20.1 The Town and the Union recognize State and Federal regulations for those employees required to have Commercial Driving Licenses (CDL's) as part of their employment in a job classification.

20.2 Employees will receive the following actions upon confirmed infractions of tolerance requirements pertaining to drug and alcohol:

a. First infraction - Five (5) days suspension without pay due to suspension of CDL license, rehabilitation with Town's EAP provider and Highway employees will receive a

reduction in classification and pay to laborer until license is recovered within ninety (90) days.

b. Second infraction - Move to non CDL position or resign or termination.

ARTICLE 21 TOOLS AND CLOTHING ALLOWANCE

21.1 The Town will furnish all tools, excluding mechanics, subject to current practice, necessary for the performance of the Highway Department and Parks & Recreation Department employee's assigned duties.

The Town will supply all employees of the Highway, Parks & Recreation and Animal Control Officer all necessary safety and inclement weather apparel each year or as needed for employees to perform their duties.

Safety apparel will meet or exceed all state and federal regulations for protective clothing to be worn by employees while performing their duties. Only DOT approved safety apparel (NO exceptions) will be worn at all times when an employee is required to perform duties outside of the highway garage. The type and style will be agreed upon by the Union and the Town.

21.2 The Town will reimburse each employee of the Highway and Parks and Recreation Departments, the Animal Control Officer, and Mechanics for the purchase of clothing, up to $650.00 per year as a clothing allowance for the purchases of uniforms to perform their duties. Original paid receipts must be submitted for reimbursement. Reimbursement will be made pursuant to a policy that is mutually agreed upon by the Town and the Union. Reimbursement will occur the same month so long as the employee submits the required documentation prior to the second (2nd) Monday of the month. If not reimbursed the same month, reimbursement will occur the next subsequent month so long as all required documentation has been properly submitted.

Part-time employees in these positions, those who work less than twenty (20) hours per week, do not receive a clothing allowance.

21.3 Full time dispatchers shall receive an annual clothing allowance of $300.00. Any unused portion of the clothing allowance will be paid directly to the employee on or about June 15th or each year. Part-time dispatchers will wear shirt and tie (males); business attire (females) or part-time dispatchers have the option to purchase a uniform at their own expense.

21.4 There will be an annual inspection of Highway, Parks and Recreation and the Animal Control Officer employees by the Department Director. Employees may be required to purchase items of uniform they may lack or replace items of uniform that are torn or appear in need of replacement. No alterations will be allowed to a standard agreed upon uniform. It is understood that employees will be required to wear DOT/OSHA approved clothing during normal working hours.

21.5 When an employee has damaged his eyeglasses on Town connected work, the Town agrees to replace or repair, if practical, such eyeglasses, once per fiscal year.

ARTICLE 22 SAFETY AND HEALTH

22.1 The Town and the Union shall cooperate in the enforcement of safety rules and regulations. A Safety Committee shall be established composed of at least two Union representatives and two representatives from the Town. The Safety Committee shall draw up safety codes which both parties (Town and Union) will agree to enforce. The Safety Committee shall meet quarterly to discuss matters pertaining to this article.

22.2 Any employee covered by this contract shall not be required to operate any equipment within the Highway Department which is not properly heated when the temperature falls to 32 degrees Fahrenheit or below.

22.3 An employee shall bring safety issue to his/her immediate supervisor that his/her work duties require them to be in unsafe or unhealthy working conditions in violation of all acceptable safety rules,. The supervisor will attempt to correct the problem immediately or refer the matter to the department head for his/her immediate attention. At no time will an employee be forced to perform any duties that he/she feels will put their safety or life in jeopardy. An employee may refuse to perform duties if he/she feels it would put their safety or life in jeopardy.

22.4 The department head will be responsible to make sure that all equipment meets all state safety standards or said equipment will not be operated if a question of safety arises. It shall be the responsibility of the department head to certify the operational ability prior to use of said equipment. If the matter is not adjusted satisfactorily, a grievance may be filed according to the grievance procedure.

22.5 Police Dispatchers will not be responsible for and will be held harmless for any prisoners being held at the Police station. However, Dispatchers shall be responsible for the monitoring of prisoners and for following the policies, procedures and practices of the Police Department.

22.6 If an employee has had his/her non/CDLlicense lost, revoked or suspended for more than ninety (90) calendar days and such license is a requirement for the performance of the job, the employee must notify their supervisor within three (3) working days of the loss/revocation/suspension of said license. The Town and the Union shall meet, on a case by case basis, within five (5) working days of the notification to determine whether or not the employee may still perform essential functions with a reasonable accommodation. 22. 7 The parties hereby agree that the Police Department will monitor the highway frequency during emergency situations.

22.7 The Town will provide proper ventilation for the highway garage.

ARTICLE 23 EMERGENCY

23.1 In the event of an emergency pertaining to any department duties and employees are assigned to additional duty by the Head of the Department, employees shall be given first choice to work in their proper work classification according to seniority.

23.2 The Town Administrator and/or the appropriate Department Head may take whatever actions may be necessary to carry out the Town's mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

23.3 Police Department employees shall not be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period.

23.4 Highway Department employees, who for any reason work beyond their regular quitting time into the next shift, shall be granted the regular rest periods (fifteen (15) minutes for up to four (4) hours work; thirty (30) minutes for over four (4 hours) that occur during the shift.

23.5 Highway Department employees shall not be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period, unless an emergency situation arises.

ARTICLE 24 SENIORITY

24.1 There shall be two (2) types of Seniority – Town and Department.

24.2 Town Seniority is the overall length of continuous service to the Town from the date of hire in a bargaining unit position regardless of department. Town seniority will be used for longevity and vacation accruals. Exception: For a full time employee who was previously a part-time employee and has maintained continuous service, part-time work will be counted as half-time for seniority purposes for vacation and longevity pay.

24.3 Department Seniority is the overall length of continuous service within any classification within any one department.

24.4 Seniority lists (Town and Department) shall be provided to the Local Executive Board on a quarterly basis, as needed.

24.5 Whenever a layoff becomes necessary employees will be laid off on the basis of their Department Seniority, and those with the least seniority shall be laid off first. An employee shall be entitled to two (2) weeks' notice or two (2) weeks' pay in lieu of notice. Whenever it becomes necessary to increase the working force, laid off employees shall be recalled in the inverse order of their layoff overall as long as the employee meets the qualifications as listed in the job description for the position before any new employees are hired in any department covered by the bargaining agreement. Laid off employees shall retain recall rights for one (1) year from date of layoff.

Employees whose jobs are abolished or eliminated shall be permitted to exercise their seniority rights of return in accordance with the layoff provision in Article 24, Section 7.

24.6 Employees subject to recall shall be notified by the Town by certified mail, return receipt requested and email. A copy of such recall letter shall be given to the Local Union President. The employee shall have three (3) working days subsequent to the mailing of the certified mail that he will return to work. Certified letter shall be mailed to the employee's last mailing address given by the employee to the Town.

24.7 The Town agrees with the concept of Departmental seniority and further agrees that the principle shall be applied with respect to:

Vacancies

Vacation Schedules

Job Assignments

24.8 Should a grievance arise over the application of the seniority rules, the grievance shall be applicable.

24.9 Seniority shall be considered broken for the following reasons only:

(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 recall notice.

(d) When an employee fails to notify his departmental director of this absence from work within three (3) working days unless extenuating circumstances prohibit such notice.

(e) When an employee fails to renew a leave of absence.

(f) When an employee engages in other work without authorization while on leave of absence.

(g) When an employee is laid off in excess of one (1) year.

ARTICLE 25 NEW EMPLOYEES

25.1 All new employees engaged by the Town shall be deemed for the first ninety (90) days of their employment to be probationary employees. All such probationary employees may be dismissed during the probationary period without recourse to the contractual grievance procedure. All other provisions of the contract shall apply to probationary employees.

ARTICLE 26 STRIKES & LOCKOUTS

26.1 The Union or the employees will not participate in, engage, cause, call, or sanction, directly or indirectly, any strike, work stoppage or slowdown.

ARTICLE 27 SAVINGS CLAUSE

27.1 Should any provision of this agreement be found to be in violation of any Federal or State Law by a court or competent jurisdiction, such portion shall be negotiated by both parties. All other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE 28 GRIEVANCE PROCEDURE

28.1 For the purpose of this agreement, the term "grievance" means any difference or dispute between the Town and the Union or between the Town and any employee with respect the interpretation, application, or violation of any of the provisions of this agreement.

28.2 There shall be a grievance procedure as follows:

(a) A grievance shall be presented by the aggrieved employee and/or by the Union within five (5) working days of the time the employee knew or should have known of such grievance.

(b) An aggrieved employee shall discuss his problem with his Union Representative and the Department Head, whichever is appropriate, who shall attempt to settle the problem within one (1) working day.

(c) If the grievance is not resolved, it shall be submitted to the Town Administrator, within five (5) calendar days. The Town Administrator shall meet with the employee and Union Representative within ten (10) calendar days of the receipt of the grievance. The Town Administrator shall render a decision to the employee and the Union within fifteen (15) calendar days of the meeting.

28.3 Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The Town, on request, will produce payroll and other records, as necessary. The Union Representative will have the right to assist the aggrieved at any step of the grievance procedure. Nothing contained herein deprives an individual employee of the right to process his grievance without Union representation. If such grievance is processed without Union representation, the facts of said grievance will be furnished to the Union upon request.

28.4 The Union will have the right to automatically proceed to the next step of the grievance procedure if management fails to meet or upon meeting, fails to render a decision.

28.5 It is also agreed that in all cases of dismissal the aggrieved and/or Union Committee shall go immediately to Section 27.5 of the grievance procedure. It is further agreed that the Union may submit a grievance and proceed immediately to Section 27.5 above.

ARTICLE 29: ARBITRATION

29.1 A grievance which is not resolved under the grievance procedure may be submitted by the Union to the American Arbitration Association or the Labor Relations Connection. The notice shall be filled not later than thirty (30) calendar days after receipt of a decision in writing from the Town.

29.2 The expense of the arbitration will be shared equally by the parties. The decision of the arbitrator shall be final and binding on all matters, provided further that the arbitrator shall not have the power to add to or subtract from or modify any of the terms of this agreement.

ARTICLE 30 LABOR/MANAGEMENT MEETING

30.1 The parties agree to meet when requested by either side to discuss and attempt to agree on practices and/or policies which may have been in existence in the past and either side wishes to continue as a mutually accepted practice for the future.

ARTICLE 31 MANAGEMENT RIGHTS

31.1 The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Town and the employees are vested solely in the Town. For example, but not limited thereto, the Employer shall have the exclusive rights, subject to the provisions of this agreement and consistent with the applicable laws and regulations:

(a) To direct employees in the performance of the duties of their positions.

(b) To hire, promote, transfer, assign, and retain employees in positions within the bargaining units and to suspend, demote, discharge, or take other disciplinary action against such employees.

(c) To maintain the efficiency of the operations entrusted to it.

(d) To determine the methods, means, and personnel by which such operations are to be conducted.

(e) To layoff employees from duties because of lack of work or for other legitimate reasons.

(f) To take whatever actions may be necessary to carry out its mission in emergency situations, i.e. an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 32 POSTINGS OF VACANCIES AND NEW GROUPS

32.1 The Town agrees to post all vacancies and new positions on all department bulletin boards within seven (7) working days of their occurrence.

32.2 When a positon covered by this agreement become vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications.

(a) This notice of vacancy shall remain posted for seven (7) working days.

(b) Employees interested shall apply in writing within the seven (7) day period.

(c) Once approved Department/Division tests are implemented, an employee must successfully pass the Department/Division test administered by the Personnel Board as part of the application process. A successful passing score means a score of 70 or better. Exception: Employees who are currently employed within the Department/Division or who have previously passed the Department/Division test will not have to take the test as part of the application process.

(d) Within thirty (30) calendar days of expiration of the posting period, the Town will award the position to the most senior qualified applicant from the same department as determined by the Town Administrator and Personnel Board.

(e) If there are no qualified applicants from the department where the vacancy exists, the Town will award the position to the most senior qualified applicant from the bargaining unit as determined by the Town Administrator and Personnel Board.

32.3 If within the trial period it is determined by the appropriate Department Head that the employee is not qualified to perform the work or the employee chooses to return to his previous position, he shall be returned to his prior position and rate of pay. Said employee may pursue this matter subject to the grievance and arbitration provisions of this agreement, as to his qualifications and trial period.

32.4 If no applicant is qualified as determined by the Town Administrator , Department Head and/or Personnel Board, the Town may fill the position from outside the bargaining unit and the Union may pursue the matter subject to the grievance and arbitration provisions of this agreement.

32.5 The Town will have a right to fill any position vacant due to a leave of absence, if they so choose, with a temporary employee subject to Paragraph 30.2. Such position will be posted as a restricted position for a limited period subject to the return of the incumbent's leave of

absence. The temporary employee will be placed in a probationary period. The temporary employee will be subject to all rights and privileges contained herein except that the temporary employee can be terminated at any time without recourse if the incumbent employee returns from his leave. Qualified part-time employees will have first option to work temporarily in a full time vacancy because of a leave and will return to the previous position upon return of the incumbent employee. Nothing herein stated will deny the right of the incumbent to return to their position prior to their leave expiring. Temporary employees shall pay to the Union each month a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly dues from the first day of employment.

32.6 The Town Administrator shall be allowed to hire seasonal employees who will not be part of this contract. Seasonal employment shall not exceed twelve (12) weeks.

32.7 Temporary help can be used in all union positions due to a leave of absence, reclassification, sick leave or Workers' Compensation leave only. Vacancies must be posted according to Article 31.

32.8 Upon ratification, The Town and the Union agree to work together to develop and approve Department/Division tests to be administered.

ARTICLE 33 BULLETIN BOARDS

33.1 The employer agrees to provide bulletin board space in the Town Hall, Municipal Annex, Highway Department, and Police Department where notices of Employer and Union matters may be posted.

ARTICLE 34 LEAVE OF ABSENCE

34.1 It is agreed that, upon written application, an employee with permanent status , not a probationary employee, may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability, or other purpose deemed proper and approved by the Department Head with final approval of the Town Administrator. Such a request will not be unreasonably denied and can only be granted after all leaves are exhausted. Any leave granted under Article 33 shall be without pay. If an employee qualifies for FMLA leave, the employee will be required to discharge accrued sick and vacation time concurrently with FMLA leave.

34.2 Leave of absence in excess of one (1) year shall be granted only with the consent of both parties to this agreement, but consent shall not be unreasonably withheld when a medical certificate is submitted, provided the Town will have the right to its own medical examination(s) of the employee by its own medical examiner at the Town's expense and the Town's medical examiner agrees that the excess time is medically necessary. If the Town's physician and the

employee's physician disagree as to the need for the excess time, the two physicians shall select a neutral third physician who shall examine the employee and render an opinion as to the necessity for the excess leave time. The third physician's opinion shall be binding on both parties. The cost of the third physician shall be shared equally by the Town and the Union. 33.3 At the end of the leave of absence, the employee will be returned to his former position if he/she is able to perform the work, as determined by the appropriate Department Head with advice of a third party neutral physician paid for by the Town. Light duty may be available if the Department offers light duty as an accommodation.

34.3 Seniority shall be retained and shall accumulate during all leaves of absence, however, no accrual of benefits (ie sick leave, vacation, etc.) shall be allowed while the employee is on a leave of absence without pay except employees receiving Workers' Compensation benefits, shall accrue vacation, sick time, personal leave, and holidays for up to six (6) months if out of work continuously or for a maximum of six (6) months on any one injury.

34.4 All employees who are on an approved leave of absence without pay for up to one year shall continue to receive all health benefits (AFLAC, etc.) pursuant to Article 15. Co-pays, regularly paid by employee via payroll deductions, should be submitted every two weeks to human resources to maintain benefits.

ARTICLE 35 SALARIES

35.1 The salaries for this agreement shall be as follows: (Salary schedule attached)

Effective 7/1/2014 3.5% increase

Effective 7/1/2015 3.5% increase

Effective 7/1/2016 3.5% increase

ARTICLE 36 WORK RULES

36.1 Individual work rules may be established in units within the department by mutual consent of the Union and the Employer, provided that they do not conflict with any provisions of this Agreement.

36.2 Changes in existing work rules and policies shall not become effective until they have been agreed upon by the Employer and the Union. In addition, when existing rules and policies are changed or new rules and policies are established, all employees are to be notified in writing by the Employer or Department Head.

36.3 The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

ARTICLE 37 BARGAINING UNIT WORK

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

ARTICLE 38 LENGTH OF AGREEMENT

38.1 This agreement shall become effective on the date of the signing of the agreement and no sooner than July 1, 2013 and shall remain in effect through the 30th of June, 2016 and shall be renewed automatically from year to year thereafter, unless either party gives written notice of the desire to modify or terminate to the other party at least one hundred twenty (120) days before the last day on which money can be appropriated by the municipal employer in the year the contract expires. The Town must notify the Union as to when that date is so that the Union has sufficient time to submit a request for negotiations. It is understood by both parties that the contract in effect at the start of negotiations will continue until negotiations have culminated in the new agreement.

IN WITNESS WHEREOF, the parties set their hands and seals this 4 day of December, 2014.

By: Paulette L Hamilton

TOWN OF NORTH SMITHFIELD

By: Karen Bernardin

RHODE ISLAND COUNCIL 94,AFSCME, AFL-CIO, NORTH SMITHFIELD TOWN EMPLOYEES, LOCAL 937

SALARY SCHEDULE

		3.5% Incr.	3.5% Incr.	3.5% Incr.
Position	**7/1/2013**	**7/1/2014**	**7/1/2015**	**7/1/2016**
Asst Tax Collector	$21.62	$22.38	$23.16	$23.97
Finance Clerk I	$18.26	$18.90	$19.56	$20.25
Finance Clerk II	$16.48	$17.06	$17.65	$18.27
Recording Clerk	$16.48	$17.06	$17.65	$18.27
Inspection Division Clerk	$16.07	$16.63	$17.21	$17.82
Secretary Tax Assessor's	$16.48	$17.06	$17.65	$18.27
GIS Specialist/Planning Assistant	$22.07	$22.84	$23.64	$24.47
Foreman	$22.36	$23.14	$23.95	$24.79
Animal Control Officer	$20.56	$21.28	$22.02	$22.80
Police Dispatcher (First Shift)	$18.01	$18.64	$19.29	$19.97
Police Dispatcher (Second Shift)	$18.40	$19.04	$19.71	$20.40
Police Dispatcher (Third Shift)	$18.56	$19.21	$19.88	$20.58
Police Dispatcher (Part-Time)	$16.27	$16.84	$17.43	$18.04
Mechanic	$20.62	$21.34	$22.09	$22.86
Mechanic/Driver	$19.50	$20.18	$20.89	$21.62
Driver	$18.24	$18.88	$19.54	$20.22
Equipment Operator	$19.03	$19.70	$20.39	$21.10
Laborer	$16.42	$16.99	$17.59	$18.21