A G R E E M E N T

BETWEEN

TOWN OF LINCOLN, RHODE ISLAND

AND THE

RHODE ISLAND LABORERS' DISTRICT COUNCIL
OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

ON BEHALF OF

LOCAL UNION 1033

EFFECTIVE: JULY 1, 2014 THROUGH JUNE 30, 2017

DEPARTMENT OF PUBLIC WORKS EMPLOYEES

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AGREEMENT

This Agreement is entered into this 14th day of August 2014, by and between the TOWN OF LINCOLN, RHODE ISLAND, hereinafter referred to as "Employer" and the "RHODE ISLAND LABORERS' DISTRICT COUNCIL ON BEHALF OF PUBLIC EMPLOYEES' LOCAL UNION 1033, Providence, Rhode Island, of the Laborers' International Union of North America, hereinafter referred to as the "UNION", and is effective for the period of July 1, 2014 through June 30th 2017.

PREAMBLE

Section 1. This Agreement is entered into to facilitate the adjustment of grievances and disputes between the employer and employees, to provide insofar as possible for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.

Section 2. The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for the respective rights of both the Employer and the Employees.

Section 3. This agreement shall be binding on the parties until 12:01 a.m., July 1st, 2017 or until such later time and date to which the parties may agree.

DECLARATION OF PRINCIPLES

The Employer agrees that it will not discharge or discriminate against a member of the bargaining unit as a result of membership or lawful activity in or on behalf of the Union. The Employer and the Union further agree that there will be no discrimination against any employee for declining membership or refraining from engaging in any activities of the Union protected by the *Rhode Island State Labor Relations Act* or any other applicable law. The Employer and the Union agree that they will continue policies of nondiscrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age or sexual orientation or preference. All references to the employee covered by this agreement, as well as use of the pronoun "he," are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

ARTICLE I
UNION RECOGNITION

Section 1: The employer recognizes that the Rhode Island Laborers' District Council on behalf of Local Union 1033 of the Laborers' International Union of North America, is the exclusive representative for all employees in the bargaining unit as established by the Rhode Island State Labor Relations Board as a result of a petition submitted in Case Number EE-1898, excepting those employees as may be lawfully excluded from the bargaining unit.

Section 2. The Employer agrees not to enter into any agreements or contracts with its employees covered by this Agreement, individually or collectively, nor negotiate or bargain with them. There shall be no individual

agreements with employees covered by this Agreement and any such agreements or contracts shall be null and void.

ARTICLE II
UNION SECURITY

Section 1. All present employees who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union.

Section 2. All persons who are hired as employees of the Town of Lincoln, for which the Union has been certified shall, as a condition of employment, join the Union within fifteen (15) days of his initial employment.

Section 3. New Employees shall remain probationary until after completion of one hundred eighty (180) calendar days from the date of hire. Such Employees shall have no seniority rights during this probationary period. Their employment may be terminated at any time during the probationary period in the sole discretion of the Employer and neither the reason for nor the disciplinary action, discharge, layoff or dismissal may be subject to the grievance or arbitration procedure. This probationary period shall not be used by the Employer to use probationary Employees to circumvent contractual rights of permanent Employees.

Section 4. It is agreed and acknowledged that bargaining unit work may be performed only by bargaining unit members, except that supervisors may perform bargaining unit work in the following circumstances: if the work is related to training a bargaining unit employee, if the work responds to an emergency, or if

the work is necessitated by unforeseen circumstances requiring prompt action and not lasting more than thirty (30) minutes in duration.

ARTICLE III
PAYROLL DEDUCTION OF UNION DUES

Section 1. The Employer agrees to deduct from the wages of each employee who authorizes the employer to do so in writing, such initiation fees and monthly dues as the Union shall designate. Such deductions shall be made in the same weekly period of each month and shall be remitted monthly to the Secretary-Treasurer of Local Union 1033.

Section 2. The Employer shall also deduct from the wages of each employee who voluntarily authorizes the Employer to do so in writing, a contribution to the Public Employees Political Action Committee in the amount of 2¢ per hour worked or for which wages are received in accordance with this Collective Bargaining Agreement. Said deduction shall be remitted to the chairperson of said PAC.

Section 3: The Union shall indemnify, defend and hold harmless the employer and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) that shall arise out of or by reason of action taken or not taken by the Employer in compliance with the provisions of this Article.

ARTICLE IV
STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration, or variation of the terms or provisions of this Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto. Failure of the Employer or the Union to insist in any one or more incidences upon

performance of the terms and conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or the Union of future performance of any such terms or conditions and the obligations of the Union and the Employer to such future performance, shall continue in full force and effect.

ARTICLE V
UNION ACTIVITIES

Section 1. The union negotiating committee shall consist of up to three (3) members of the bargaining unit together with other persons outside of the bargaining unit desired necessary by the Union. Members of the negotiating committee shall be excused from duty with pay for participation in negotiations between the Union and the Employer.

Section 2. The Union shall furnish the Town Administrator and the appropriate department heads with a written list of stewards, and shall, as soon as possible, notify said appropriate Town officials in writing of any changes therein. Only those who are officers and stewards shall be recognized by the Town for the purposes of meetings, and the Town shall not be required to recognize any other employee as a steward or Union representative unless the Union informs the Town Administrator of the employee's name and designation in writing.

The Union may be represented by International Representatives, representatives of the Rhode Island Laborers' District Council and/or Counsel.

ARTICLE VI
MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Employer has the sole right and authority, whether exercised or not, to operate and manage its affairs in all respects except as may have been modified by the express provisions of this Agreement.

Section 2. The rights of the Employer through its management officials, shall include, but are not limited to the following: (a) the right to determine its mission, policies and set forth all standards of service offered to the public; (b) to plan, direct, control and determine the operations or services to be conducted by its employees; (c) to determine the methods, means, number of personnel needed to carry out the department's mission; (d) to direct the working forces, including the right to assign work or overtime; (e) to hire and assign or transfer employees; (f) to promote, suspend, discipline or discharge for just cause; (g) to layoff or relieve employee pursuant to the provisions of this contract due to a bonafide lack of work or funds; (h) to make, publish and enforce rules and regulations which do not conflict with this Agreement.

Section 3. No provision of this Agreement shall be applied or construed to limit, impede or abridge any of the Employer's statutory, charter or other lawful authority or obligations.

ARTICLE VII
SUB-CONTRACTING

Section 1. The Employer agrees that it will not sub-contract any work now performed by the employees of the bargaining unit to any outside private contractor, with the exception of Refuse Collection, where said work will result in

the displacement of any employees covered by this Agreement.

Section 2. Prior to the implementation of a departmental reorganization or prior to the abolition of a department, the Town and the Union agree to meet and discuss the reasonableness or necessity of such proposed change.

ARTICLE VIII
SENIORITY AND PROMOTIONS

Section 1. Definition. Seniority shall be defined as total length of employment in the Department of Public Works.

Section 2: Accumulation – Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave. In the event of a layoff, seniority shall not accumulate but shall be retained as of the last day of full time employment with the Town.

Section 3. Seniority shall be broken only when an employee terminates voluntarily, is discharged for just cause, is laid off for a period in excess of thirty-six (36) months or exceeds an authorized leave of absence. Upon the completion of the probationary period, seniority shall be acquired by a full-time employee as of the first day of employment.

Section 4. Stewards shall be considered the senior person in their respective departments for purposes of layoff only.

Section 5: Permanent vacancy – For the purpose of this article, a permanent vacancy is created when the Town determines to increase the work force or to fill any position vacated by bargaining unit personnel.

Section 6: Posting – Notice of permanent bargaining unit vacancies shall be

posted and maintained on the Public Works Bulletin Board for three working days. Such notice shall state the position, classification, the shift, the work location and the assignment and the rate of pay for the job.

Section 7: Any bargaining unit employee who has completed his probationary period may apply in writing for the permanent vacancy to the Director of Public Works through the Personnel Department within seven (7) working days of its posting. The vacancy shall be filled on the basis of qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor.

Should a question arise of the decision made by the Town in the question of the ability, this shall constitute a grievance and be submitted to the grievance and arbitration procedure included in this Agreement.

Section 8. Reduction in Work Forces. In the event a reduction in forces is required, the most junior employee in the classification shall be subject to layoff. The employee thus affected may exercise his seniority in his department in any equal or lower-rated classification, provided he has the ability to perform the duties of the classification. If he is unable to exercise his seniority within his department, he may exercise his seniority in any equal or lower-rated classification in the bargaining unit provided he has the ability to perform the duties of the classification after a break-in period of five (5) work days. Similarly, an employee who has been downgraded or laid off as a result of a reduction in forces shall be recalled to his former classification in accordance with his seniority.

ARTICLE IX
PROMOTIONS TO SUPERVISORY POSITIONS

Section 1. Definition. A supervisory position for the purpose of this Agreement shall be sanitation foreman, highway foreman, and working supervisors.

Section 2. The Town agrees to fill all promotions to supervisory positions from among the best qualified within the Department of Public Works.

Section 3. The Town agrees that the first consideration will be given to fill the vacant position from within the Department of Public Works. Should the Town determine there are no qualified employees within the Department of Public Works, it may fill the position from outside the bargaining unit.

Section 4. The Town agrees that when detailing employees to higher level duties for potential promotion, selection will be made from among the best qualified Town employees. The Town further agrees that temporary promotions will be utilized when feasible in temporary replacements or supervisory personnel or in determining potential for promotion.

ARTICLE X
WAGES

Section 1: Wage schedule in Addendum C, shall reflect the below modifications.

(a) Wages for all employees covered by this Agreement shall be increased as follows:

July 1, 2014	2% across the board increase
July 1, 2015	2.75% across the board increase

July 1, 2016 2.75% across the board increase

Section 2: Any bargaining unit member assigned to a one-man sanitation truck shall receive; in addition to the base wage identified in the attached wage schedule, a one dollar ($1.00) per hour premium pay for each hour or portion thereof of said assignment. In the event that the one-man sanitation truck is disbanded and replaced by a two-man truck, the parties shall reopen this contract to discuss the rates of pay of the two men assigned to the truck.

Section 3: Laborers who hold a Commercial Driver's License shall receive a 20 cent per hour stipend in addition to their hourly rate set forth above.

Section 4: The Town shall assign one sewer department employee per week to stand by status to receive emergency calls. Any employee so assigned shall receive a Forty ($40) Dollar weekly stipend in addition to his regular pay.

Should an employee on stand by status be required to respond to work, said employee shall receive compensation as provided for in this agreement.

Section 5. Longevity. Full-time employees covered by this Agreement shall receive a longevity benefit as follows:

5% over their base salary after 5 years of service.
6% over their base salary after 10 years of service.
7% over their base salary after 15 years of service.
8% over their base salary after 20 years of service.
8-1/4% over their base salary after 25 years of service.

For purposes of computing longevity benefits for employees covered by this Agreement, the initial date of employment shall be the determining date for longevity benefits.

Section 6. For the purposes of this Agreement, a full-time employee shall be

defined as any employee who works or is credited with a minimum of forty (40) hours per week.

ARTICLE XI
HOURS OF WORK

Section 1: (a) A regular work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. A regular work shift for day workers shall commence at 7:00 a.m. and shall finish at 3:30 p.m., with one-half (1/2) hour for lunch period. Employees covered by this Agreement shall be guaranteed a minimum forty (40) hour work week for fifty-two (52) consecutive weeks per year.

(b) Second Shift. The Employer may at its discretion schedule a maximum of three employees for work from 3:30 p.m. to 12 midnight. Said employees will be granted a 50¢ per hour shift differential for this work and the Employer must give a minimum of one week's notice to the employee before scheduling them to the 3:30 p.m. to 12 midnight shift.

Section 2. Overtime.

(a) Time and one-half shall be paid for all hours worked by full-time employees outside of their regular workday.

(b) Time and one-half of the regular rate of pay shall be paid for all work performed on Saturdays, Sundays and Holidays.

In the event a holiday falls during an employee's workweek, the holiday shall be considered as part of the workweek for the purpose of computing overtime.

(c) Should an employee be required to work on any of the paid holidays, he shall receive time and one-half for all hours worked, plus the holiday pay.

Overtime work shall be equally distributed among employees in each department based on the work he customarily and ordinarily performed during that week. A list of eligible employees of each department shall be posted and maintained by the Superintendent and the Steward of each department. A record of overtime shall be maintained by the department head and the Steward of each department and said list shall be made available to the Steward and posted on an appropriate department bulletin board.

Section 3. Any employee who is called into work outside his regular hours, shall be paid at the rate of time and one-half for all such hours worked, but in any event shall be guaranteed five (5) hours pay at said rate; provided that no employee shall be paid more than one (1) call back in a five (5) hour period.

Section 4. Employees covered by this Agreement who are required to work in a higher rated classification for at least four (4) hours shall receive the higher rate of pay.

Section 5. An employee's work day or work week shall not be reduced in the event an employee is required to work overtime beyond his regular work day or work week.

Section 6: An employee who discharges sick leave that equals fifty (50) percent of his regular work week as of the time that the overtime opportunity occurs, shall not be offered or be eligible for overtime during that workweek unless the entire list, including agreed to alternate lists of eligible employees, is exhausted. Said employee shall remain in the existing location on the overtime list and become eligible for the following workweek for any overtime unless his absence disqualifies him under this section.

ARTICLE XI
HEALTH & WELFARE

Section 1. The Town shall provide Health Care benefits from any provider that meets the plan as described in the attached benefit summary addendum.

- Effective upon the execution of this agreement, Employees hired on or after July 1, 1995, and who elect an individual plan, shall be required to contribute to the cost of healthcare in the amount of one thousand one hundred seven dollars ($1,107) per year with the remaining amount of the premium paid by the Town. Effective July 1, 2015, said contribution shall equal one thousand two hundred dollars ($1,200) with the remaining amount of the premium paid by the Town.

- Effective upon the execution of this agreement, Employees hired on or after July 1, 1995, and who elect a family plan, shall be required to contribute to the cost of healthcare in the amount of two thousand seven hundred thirty-four dollars ($2734) per year with the remaining amount of the premium paid by the Town. Effective July 1, 2015, said contribution shall equal three thousand dollars ($3000) with the remaining amount of the premium paid by the Town.

- Effective upon the execution of this agreement, employees hired prior to July 1, 1995, and who elect an individual plan shall be required to contribute to the cost of healthcare in the amount of five hundred and fifty-three dollars ($553) per year with the remaining amount of the premium paid by the Town. Effective July 1, 2015, said contribution shall equal six hundred and fourteen dollars ($614) with the remaining amount of the premium paid by the Town. Effective July 1, 2016, said contribution shall

equal six hundred seventy-six dollars ($676) with the remaining amount of the premium paid by the Town.

- Effective upon the execution of this agreement, employees hired prior to July 1, 1995, and who elect a Family plan shall be required to contribute to the cost of healthcare in the amount of one thousand three hundred sixty-seven dollars ($1367) per year with the remaining amount of the premium paid by the Town. Effective July 1, 2015, said contribution shall equal one thousand five hundred fifty dollars ($1550) with the remaining amount of the premium paid by the Town. Effective July 1, 2016, said contribution shall equal one thousand seven hundred thirty-three dollars ($1733) with the remaining amount of the premium paid by the Town.

The utilization co-pay amount for doctor's visits shall be fifteen ($15) dollars, the utilization co-pay amount for specialists shall be twenty-five ($25) dollars, the utilization co-pay for urgi-care centers shall be fifty ($50) dollars, and the utilization co-pay amount for Emergency Room visits shall be one hundred ($100) dollars.

Section 2: Dental Benefits. The Town shall provide Dental benefits from any provider that meets the plan as described in the attached benefit summary addendum.

Employees hired on or after July 1, 1995, shall be required to contribute to the cost of dental in the amount of twenty percent (20%) of the premium paid by the Town.

Employees hired prior to July 1, 1995 shall be required to contribute to the cost of dental in the amount of ten percent (10%) of the premium paid by the Town.

Section 3. Medical Coverage Reimbursement. Upon presentation of proof of alternative health care coverage, employees eligible for health care insurance

under this Agreement may choose not to be covered under the Town's group health insurance policies. Eligible employees making this choice shall receive the sum of $2,500. However, when a member of the bargaining unit and a spouse are both employees of the Town, said bargaining unit member or his or her spouse shall not be eligible for reimbursement under this provision.

For each year in which the employee opts out under this Section, he/she shall receive no coverage pursuant to Sections 1 and 2 above, except that employees may opt back into the Plan in the event of a Major Life Event causing loss of alternative coverage, such as death or loss of employment of a spouse. Payments to employees under this provision shall be made at the end of each contract year, in arrears. If an employee has opted back into Town coverage during the course of a contract year, he/she shall be entitled to a pro-rata payment under this Section for that year. Employees electing this option must inform the Town no later than June 1.

Section 4. Drug, Prescription and Vision Care. In order to provide each employee covered by this Agreement and their dependents drug/prescription and vision care benefits, the Employer agrees to enroll members of the bargaining unit into the Town's prescription plan which shall thereafter become part of the healthcare benefits provided by the Town pursuant to this section. Upon said enrollment, the Town shall cease its contributions to the "Rhode Island Public Employees' Health Services Fund". The corresponding utilization co-pays associated with this prescription plan / rider shall be 7/25/40.

Section 5. Life Insurance. The Employer shall furnish each full-time employee covered by this Agreement Thirty Thousand Dollar ($30,000.00) Term Life Insurance.

Section 6. Pension.

(a) For the purpose of providing retirement benefits for employees covered by this Agreement, the Employer agrees to make the contributions to the Laborers International Union of North America National (Industrial) Pension Fund for each employee according to the Preferred Schedule set out under the Pension Fund's "Funding Rehabilitation Plan" a copy of which has been furnished to the parties.

- Effective July 1, 2014, the contribution rate shall be increased by ten percent (10%) to two dollars and nine cents ($2.09) per hour for each hour worked.
- Effective July 1, 2015, the contribution rate shall be increased by ten percent (10%) to two dollars and thirty cents ($2.30) per hour for each hour worked.
- Effective July 1, 2016, the contribution rate shall be increased by ten percent (10%) to two dollars and fifty-three cents ($2.53) per hour for each hour worked.

(b) For purposes of this Article, each day paid for, including days of paid vacation, paid holidays and other days for which pay is received by the employee in accordance with this Agreement shall be counted as days for which contributions are payable.

(c) Said sums shall be paid into the Fund not later than the Twentieth (20th) day of each month and up to the end of the last complete payroll period of the preceding calendar month.

(d) The Union reserves the right to remove employees whose wages, hours and working conditions as set forth in this Agreement if the Employer has failed to remit to the aforementioned Pension Fund monies dues to the Fund within the time for payment thereof.

ARTICLE XIII
HOLIDAYS

All employees covered by this Agreement shall be paid their regular rate of pay for each of the following designated holidays:

1/2 day before New Year's	Victory Day
New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
1/2 day Good Friday	Thanksgiving Day
Memorial Day	1/2 day before Christmas
Fourth of July	Christmas Day

Effective July 1, 2006, the half (1/2) day Good Friday Holiday shall not be a Holiday and shall be replaced by a floating Holiday, the scheduling of which shall be subject to the approval of a supervisor.

If any of the above-designated holidays fall on a Saturday, the Employees shall be granted a compensatory day off with pay on either the preceding Friday or the succeeding Monday providing the Town has notified the Union of this option 90 days prior to the Holiday.

If a holiday is worked, each employee shall be paid in addition to the above-mentioned holiday pay at the rate of time and one-half his regular rate of pay for all hours worked.

Employees covered by this Agreement may, with 48 hours written notice (24 hours written notice, for emergency situations, if approved by the Personnel Director) for each instance to the Department Director, use up to two (2) personal days each fiscal year for personal affairs. Said personal days shall not be deducted from sick leave.

In order to be eligible for Holiday pay an Employee must be on the job and available for work his last full scheduled workday before, and his first scheduled workday after the holiday except in the cases of an authorized day(s) of absence.

ARTICLE XIV
VACATIONS

All employees covered by this Agreement shall receive the amount of vacation leave with pay as outlined in this Article.

Section 1. Any employee who has completed one (1) year of employment or more with the Town of Lincoln shall receive two (2) weeks vacation with pay.

Section 2. Any Employee who has completed five (5) years of full-time employment or more with the Employer shall receive three (3) weeks' vacation with pay.

Section 3. Any Employee who has completed ten (10) years of full-time employment or more with the Employer shall receive four (4) weeks' vacation with pay.

Section 4. Any Employee who has completed fifteen (15) years of full-time employment or more with the Employer shall receive five (5) weeks' vacation with pay.

Section 5. Any Employee who has completed twenty-five (25) years of full-time employment or more with the Employer shall receive six (6) weeks' vacation with pay.

Section 6. Seniority within the department shall be the determining factor in the selection of vacation leave where one or more Employee requests the same time.

Section 7. Vacation time shall be scheduled with the permission of the respective department head and shall not be unreasonably withheld when consistent with continued efficient operations.

Section 8. Vacations must be taken during the fiscal year in which it is earned and may not accumulate.

Section 9. Vacation time may not be discharged in less than one-half (1/2) day increments.

ARTICLE XV
SICK LEAVE

Section 1. All members of the bargaining unit, regularly employed continuously for at least six (6) months, shall be entitled to sick leave with pay. Paid leave cannot be discharged during the probationary period. However, sick leave accrual shall be retroactive to the first day of employment upon successful completion of the probationary period.

Sick leave shall be granted for the following reasons only:

(a) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his or her position.

(b) Attendance upon members of the family within the household of the employee, whose illness requires the care of such employee, provided that not more than seven (7) working days with pay shall be granted to employees for this purpose in any one (1) calendar year.

(c) Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only.

Section 2. Sick leave with full pay for the members of this bargaining unit

shall be computed at the rate of one and one-half working days per month.

Section 3. All employees covered by this Agreement shall accumulate a maximum of one hundred fifty (150) days on the prescribed method included in this Article.

Section 4. Any employees with at least ten (10) years of employment with the Town of Lincoln who contracts a serious illness may be granted, with the approval of the Town Administrator, ninety (90) days sick leave in addition to his accumulated leave as of the date that said illness occurs.

Section 5. Any Employee covered by this Agreement shall receive a cash reimbursement for all unused sick leave upon retirement (defined as qualifying for and receiving a retirement benefit under this Agreement Plan) provided, however, that the reimbursement shall not exceed the value of one hundred and five (105) days of sick leave. In the case of death, accumulated sick leave, not to exceed one hundred and five (105) days shall be paid to the surviving spouse, if one, if not to surviving children equally, if none, in accordance with the Rhode Island Descendant and Distribution Statute.

Effective July 1, 2009, in lieu of the aforestated reimbursement upon retirement, new employees who have completed at least three (3) years of continued service or have thirty-six (36) days of accumulated sick leave at the end of the fiscal year shall receive five (5) days of their rate of pay as a sick leave buy-out. They will receive this each subsequent year as long as they have accumulated an additional ten (10) sick days per year. Effective July 1, 2009, present employees who meet the above criteria may, permanently opt into the sick leave buy-out alternative.

Section 6. Any employee who discharges more than three (3) consecutive days of sick leave or more than ten (10) undocumented sick days in a year, shall be required to submit a physician's certificate or other satisfactory evidence to the

Employer to justify said absence. Any such certificate must be signed by the Employee's duly licensed physician, may be on the form entitled "Health Care Provider Certificate" which is attached hereto as Appendix B and made a part hereof and must include confirmation of the employee's functional impairment to perform his regular duties and responsibilities

Section 7. The Union and employees acknowledge and agree that regular and predictable attendance is indispensable and essential functions of each bargaining unit position. Willful violation of any of the sick leave provisions contained herein or the willful making of a false claim for sick leave shall subject the employee chargeable therewith to disciplinary action. The employees are aware that if reasonable grounds exist to suspect a misuse of sick leave, they may be subject to surveillance during their scheduled working hours.

Section 8: No employee may freeze accumulated sick leave without written approval of the Director of Public Works and the Town Administrator. Requests to freeze sick leave will be considered only in cases where absence is expected to be longer than eight weeks.

ARTICLE XVI
BEREAVEMENT LEAVE

Section 1. All members of the bargaining unit shall be allowed bereavement leave without loss of pay due to the death of a member of the immediate family, i.e., mother, father, husband, wife, child, brother, sister, grandparents and mother or father-in-law. Bereavement leave taken pursuant to this section shall be from

the time of notification of death up to, and including the day of burial.

Section 2. In the event there is a death in the Employee's family, but not in the immediate family, as defined above, or a death to the employee's spouse's brother, sister or grandparent, the Employee shall be granted one (1) day without loss of pay to attend the funeral service.

Section 3. One steward or his designee shall be granted time off, with pay, for the actual period of the service plus travel time, to attend the funeral service of an employee or former employee.

ARTICLE XVII
JURY LEAVE

Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty his regular pay or his jury duty pay whichever is greater. A copy of said order shall be submitted to the Personnel Director.

ARTICLE XVIII
MILITARY LEAVE

Every employee covered by this Agreement who has left or shall leave said position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise) and who has been employed for 180 or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position

for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces.

Such leave of absence shall be deemed to have expired sixty days after the date of discharge from, or authorized separation from, active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

For the first sixty (60) calendar days of such absence, every such employee shall be paid by the Employer the same amount as he would have received had he not been absent from his position.

During that part of the period of leave described above for which the employee shall receive his salary, he shall also accrue such sick leave and annual leave credits as he would have accrued while working in said position during such period of sixty (60) days.

Employees on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.

At the conclusion of such military leave of absence, the employee shall be returned to his position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

Military leave shall be granted in accordance with applicable State and Federal laws.

ARTICLE XIX
COFFEE BREAK

All employee covered by this Agreement shall be entitled to one (1) fifteen (15) minute coffee break between the hours of 9:00 a.m. and 10:00 a.m. All employees covered by this Agreement shall be entitled to an additional fifteen (15) minute coffee break between the hours of 1:30 p.m. and 2:30 p.m. in each work date.

ARTICLE XX
WASH-UP TIME

Employees shall be granted adequate wash-up time before their lunch period and adequate wash-up time before the end of the workday.

ARTICLE XXI
MISCELLANEOUS

Section 1. Bulletin Boards. The Town shall provide bulletin boards in conspicuous places to be used for the posting of Union Notices, rules and regulations.

Section 2. Uniforms. The Town shall provide bargaining unit employees assigned to the Public Works Department with an annual work clothes and work boot allowances reimbursement in an amount not to exceed $350.00 per person per fiscal year. Bargaining unit employees shall only be reimbursed for any items which are included on the authorized list developed by the Director of Public Works.

Section 3. Safety. Both the Town and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety

practices and rules for the protection of employees and the public.

Section 4. Shotguns shall be required for all snow removal and sanding operations as agreed to by the parties.

Section 5. Bi-weekly overtime reports will be given to the Union Steward upon request.

Section 6. Bargaining unit members shall be reimbursed up to $50.00 annually for training and licensing as approved by the Director of Public Works.

Section 7. The Town shall annually fund a Tuition Reimbursement Program in the amount of $2000 which shall be administered by a committee of two Union representatives and one Town representative. The program shall reimburse members for courses that are associated with duties performed in this bargaining unit or taken in furtherance of a degree granting program. Decisions of the committee shall be subject to the grievance and arbitration provisions of this agreement.

Section 8. Wages shall be paid bi-weekly rather than weekly as long as there is no reduction in bargaining unit positions as a result of this change.

ARTICLE XXII
STEWARDS

The Union Steward shall be furnished by the Union. The Steward shall have the right to report any violation of any provision in this Agreement to the Union. Said violation or grievance shall be processed in accordance with the Grievance and Arbitration procedures included in this Agreement.

ARTICLE XXIII
GRIEVANCE AND ARBITRATION

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

Section 2. Union Stewards and Officers shall be guaranteed sufficient time off during working hours to seek to settle grievances without loss of pay. An aggrieved employee shall have the right to Union representation, including Council and International representation through the entire duration of the grievance procedure.

Step #1. Employees in the first instance may register grievances with the Steward of the Union, who shall present such grievances to the immediate supervisor and/or superintendent within ten (10) working days after the employee concerned had knowledge or should have had reasonable knowledge thereof of the event.

Step #2. In the event the grievance is not satisfactorily adjusted, within three (3) working days, in Step #1, the Steward and/or the Business Manager or authorized Union Representative shall present such grievance herein with the employee to the Director or Department Head within five (5) working days from the response on Step #1.

Step #3. If unable to reach a satisfactory adjustment within three (3) working days, the Union shall submit the grievance in writing to the Personnel Director who shall respond to the Union in writing within five (5) working days.

The grievance shall be signed by the employee or a duly authorized Union representative.

Step #4. If unable to reach a satisfactory adjustment within three (3) working days of the receipt of the decision on Step #3, then the Union shall submit the grievance in writing to the Town Administrator who will then meet or adjust the grievance within five (5) working days. The Town Administrator's answer shall be in writing to the Union. Should the Town Administrator fail to answer the grievance within the five (5) working days, it shall be presumed the grievance is denied.

Step #5. In the event the grievance is not satisfactorily adjusted with the Town Administrator, the Union may submit a demand for arbitration to the American Arbitration Association.

Section 3. Time Limitations. The time limitations set forth in Section 2 are the essence of this Agreement and the failure by an employee (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 2, the Employer and the Union may extend them by mutual written agreement.

Section 4. Submission to Arbitration. Any grievance that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, shall be submitted to arbitration by the Union serving the Town Administrator with written demand for arbitration within two (2) weeks, excluding weekends and holidays, after the response of the Town Administrator is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete

waiver of the employee's and Union's right to demand arbitration.

Section 5. Arbitrator Selection. The Union's demand for arbitration shall be submitted to the American Arbitration Association with a request that it furnish to the Union and the Town Administrator a list of qualified and impartial arbitrators. The arbitrator selection process shall be governed by the *Voluntary Labor Arbitration Rules* in effect as of the date of the demand for arbitration.

Section 6. Binding Effect. Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

Section 7. Fees and Expenses of Arbitration. The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

ARTICLE XXIV
CHANGES OR AMENDMENTS

It is hereby agreed that this Agreement contains the complete Agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of the Agreement except by the mutual consent in writing of the parties hereto.

ARTICLE XXV
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Town of Lincoln, Rhode Island, the Union and its successors and assigns. No provision herein contained shall be nullified or ineffective in any manner as a result of any change in the Town of Lincoln, Rhode Island.

ARTICLE XXVI
STRIKES AND LOCKOUTS

Section 1. Strikes. During the duration of this Agreement employees of the bargaining unit agree not to participate in any organized withdrawal of services. No strike, "sick out" or "labor action" will be entered into or organized against the Town of Lincoln by any employee of the bargaining unit during the term of this document.

Section 2. Lockouts. During the duration of this Agreement the Town of Lincoln will not prevent employees who are members of the bargaining unit from performing their normally assigned duties in an effort to insure its objectives or in an effort to compel compliance with those objectives by the Union in a bonafide labor dispute in existence before the initiation of the lockout. The Employer shall not be prohibited, however, from taking disciplinary actions for just cause (e.g. insubordination, malfeasance, nonfeasance) by the issuance of suspensions not to exceed three (3) days.

ARTICLE XXVII
LEAVE OF ABSENCE

Section 1: FMLA and Extended Unpaid Leave

Upon the latter of the expiration of any employee's FMLA and other authorized leave, an extended unpaid leave of absence shall be granted by the Town for thirty (30) days upon the request of the employee. This request must be accompanied by competent medical evidence confirming that the employee is unable to perform the duties and responsibilities of his/her position. Upon the expiration of this 30 day unpaid leave of absence, the employee may apply for the leave of absence, as

set forth in Section 2 below, in the event he/she is still unable to perform the duties and responsibilities of his/her position. Any such request shall be governed by the provisions of Section 2 below.

Section 2: Employees may be granted an additional leave of absence for good cause upon written application to the Town.

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

All applications stating the reason and conditions thereof and signed by the employee shall be initiated through the employee's Department Head in sufficient time to allow the Town Administrator to review and the Town to make the proper disposition of the request and to complete any necessary actions.

Leaves of absence without pay may be granted for personal reasons for periods not to exceed six (6) calendar months, subject to reconsideration.

Section 3: Leave Accrual

During any unpaid leave of absence, sick and vacation leave shall not accrue. Pro-rated leave shall be based on the time used to date. Accrual of sick and vacation leave shall resume the first day of the month following or coinciding with the date the employee returns to active work following an unpaid leave of absence. In cases where the unpaid leave of absence is taken on an intermittent basis or as a reduced schedule, sick leave and vacation leave will continue to accrue

during the leave on a "pro rata basis."

ARTICLE XXVIII
DURATION OF AGREEMENT

Section 1. The provisions of this Agreement shall remain in effect from July 1, 2014 through June 30, 2017, and shall continue thereafter from year to year unless either party gives notice in writing one hundred and twenty (120) days prior to the expiration date to the other party of his desire to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given.

Section 2. The provisions of the preceding section shall not prevent the parties by written agreement, to extend any portion of this Agreement (after the one hundred twenty (120) day notice has been given) for any agreed upon period beyond its expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14th day of August, 2014.

TOWN OF LINCOLN, RHODE ISLAND

T. Joseph Almond
Town Administrator

WITNESS:

RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of Local Union 1033, BY:

Michael F. Sabitoni
Business Manager

LOCAL UNION 1038

Ronald R. Coia,, Esq.
Business Manager

APPENDIX B

HEALTH CARE PROVIDER CERTIFICATE

I,_____, a health care provider duly licensed as
(Name of Health Care Provider)

a _____ to practice in the State of _____, do hereby certify
(Health Care Provider Licensure) (State Where Licensed)

to a reasonable degree of medical probability that:

1. I ____examined ____treated _____
(Check one or both) (Name of Patient/Town of Lincoln Employee)

on _____.
(Date/Dates of Examination/Treatment)

2. The ____ illness_____ injury_____ condition_____ symptoms which I
(Check all that apply)

_____diagnosed _____treated did functionally impair_____
(Check one or both) (Name of Patient/Town of Lincoln Employee)

From performing his/her regular duties and responsibilities as a _____ for the
(Job Title or Position)

Town of Lincoln from _____ and continuing through_____.
(Initial Date of Impairment) (Ending Date of Impairment)

3. I further certify and confirm that I have been provided with sufficient information,

including a description of the regular tasks, duties, responsibilities and work schedule of

_____.
(Name of Patient/Town of Lincoln Employee)

4. _____ is fit for full and unrestricted duty unless specifically

noted below.

_____

_____

(Carefully List Any and All Restrictions, Impairments or Other Limitations)

Name of Health Care Provider_____
(Print Full Name)

Address of Health Care Provider_____

Signature of Health Care Provider_____ Date of Signature_____

PLEASE FAX THIS COMPLETED FORM TO
THE TOWN OF LINCOLN PERSONNEL DIRECTOR AT (401) 753-7108.

ADDENDUM C

Department of Public Works	7/1/2014	7/1/2015	7/1/2016
	2%	2.75%	2.75%
Heavy Mechanic Supervisor	$ 21.88	$ 22.48	$ 23.10
Grounds Maintenance Supervisor	$ 20.78	$ 21.35	$ 21.94
Sewer Maintenance Supervisor	$ 20.78	$ 21.35	$ 21.94
Auto Mechanic FT	$ 20.85	$ 21.42	$ 22.01
Auto Mechanic PT	$ 20.51	$ 21.08	$ 21.66
Light Equip Opr/Truck Driver	$ 20.33	$ 20.89	$ 21.46
Heavy Equip Operator	$ 20.52	$ 21.09	$ 21.67
Laborer	$ 19.77	$ 20.31	$ 20.87