A G R E E M E N T

BETWEEN

LINCOLN PUBLIC LIBRARY

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

Public Library

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A G R E E M E N T

THIS AGREEMENT is entered into this 14th day of August 2014, by and between the LINCOLN PUBLIC LIBRARY, hereinafter referred to as the "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", for the period of July 1, 2014 through June 30, 2017.

P R E A M B L E

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 procedure 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 June 30, 2017 or until such later time and date to which the parties may agree.

DECLARATION OF PRINCIPLES

There shall be no discrimination against any worker namely by reason of race, color, creed, age, sex, or Union membership.

The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest remains in the full utilization of Employees' skill and ability without regard to consideration of race, color, creed, age, national origin, gender, disability, sexual orientation or any other lawfully prohibited basis of discrimination.

All reference to Employees in this agreement, as well as the use of the pronoun "he", designate both sexes and wherever the male gender is used it shall be construed to include male and female Employees.

ARTICLES OF AGREEMENT
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 sole and 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-3311 and certified

by an election held on September 29, 1983.

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 them.

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 Lincoln Public Library, for positions for which the Union has been certified shall, as a condition of employment, join the Union on the 30th day following the execution of this Agreement or the date of employment whichever is later, and shall thereafter maintain their membership in good standing with the Union.

Section 3. All Employees shall remain probationary until the completion of one hundred and eighty (180) calendar days from the date of hire. Until completion of said probationary period, such Employees shall not accrue seniority rights. Their employment may be terminated at any time during the probationary period at 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 contained herein. Upon satisfactory completion of the probationary period, all seniority

rights and benefits shall be afforded, based upon total length of employment, including the probationary period.

This probationary period shall not be used by the Employer to use probationary Employees to circumvent contractual rights of permanent Employees.

Section 4. The use of volunteer/internship and student page personnel is hereby recognized, providing there is no reduction of the bargaining unit work force. The Employer agrees that the use of non-bargaining unit personnel shall not adversely affect the scheduled work hours of bargaining unit personnel or any other term and condition of employment, including the opportunity to work overtime.

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. Indemnification. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this article.

Section 3. The Union agrees it shall notify the Employer at least fourteen (14) days in advance of any change in the amount of Union dues to be deducted.

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 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 deemed necessary by the Union. Members of the Union negotiating committee shall be excused from duty with pay for participation in labor contract negotiations between the Union and the Employer.

Section 2. The Union shall furnish the Employer with the names of two stewards and shall as soon as possible, notify the

Library Director in writing of any changes therein. The Employer shall not be required to recognize any Employee as a steward or Union representative unless the Union has informed the Library Director, in writing, of the Employee's name and designation as a Union representative.

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

Section 3. The Employer shall excuse from duty with pay one Union steward for participation in official meetings of Local 1033 of the Rhode Island Laborers' District Council or any sub-body thereof provided that the Employer shall not be required to pay in excess of eight (8) hours straight pay, per month for such attendance and provided further that said steward shall notify the Library Director at least twenty-four (24) hours in advance of said meetings.

ARTICLE VI
MANAGEMENT RIGHTS

Section 1. The Union recognizes that, except as specifically listed, abridged or relinquished by the terms and provisions of this agreement, all rights to manage, direct or supervise the operation of all facilities and such Employees of those facilities are vested solely in the Employer.

Section 2. For example, but not limited thereto, the Employer shall have exclusive rights, subject to the provisions of this

Agreement, including the grievance procedure and consistent with applicable laws and regulations:

(a) To direct Employees in the performance of official duties,

(b) The right to determine the mission, policies and standards of service offered to the public,

(c) To determine the methods, means, number of personnel and work schedules of Employees needed to carry out services to the public,

(d) To maintain the efficiency of operations entrusted to it,

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

(f) To relieve Employees from duty because of lack of work or for violation of established work rules,

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

(h) To make, publish and enforce rules and regulations to promote the delivery of service provided that such rules 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 lawful authority or obligations.

ARTICLE VII
SENIORITY AND PROMOTIONS

Section 1. Definition. Seniority shall be defined as total length of continuous employment with the Lincoln Public Library.

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 Employer.

Section 3. For Employees hired subsequent to January 1, 1986, seniority shall be defined as total length of continuous full time (20 hours or more per week) employment with the Lincoln Public Library. Additionally, Employees hired subsequent to January 1, 1986 shall enjoy all fringe benefits contained herein this Agreement based upon the length of full time employment (20 hours or more per week) i.e. Longevity, Sick Leave, Vacation etc.

Section 4. Seniority shall be broken only when an Employee terminates voluntarily, is discharged for just cause, or exceeds an authorized leave of absence or is laid off for a period of more than 36 months.

Section 5. The Union Steward(s) shall be considered the senior person for purposes of layoff only.

Section 6. Permanent Vacancy. For the purpose of this Article, a permanent vacancy is created when the Employer determines to increase the work force or to fill any position vacated by bargaining unit personnel.

Section 7. Posting. Upon declaration of a vacancy by the Employer, notice of a permanent bargaining unit vacancy shall be posted and maintained on the Library bulletin board for three working days. Such notice shall state the position, classification, the shift, the work location, the assignment and the rate of pay for the job.

Section 8. Any bargaining unit Employee who has completed his

probationary period may apply in writing for a permanent vacancy to the Library Director within seven (7) working days of its posting.

Section 9. In filling any vacancy, it is agreed that consideration shall be given to ability, qualifications, education, experience and seniority. If ability, qualifications, education and experience are relatively equal among Employees applying for a promotional vacancy, seniority as defined in Section 1 shall be the determining factor for appointments provided for below.

Section 10. Filling of Vacancy. Any bargaining unit Employee may apply for a permanent vacancy to the Library Director within seven (7) days of its posting. The Employer shall provide a probationary work period of not more than one hundred twenty (120) working days to any bargaining unit Employee who meets the minimum educational and experience requirements delineated in the posted job description where at least two (2) bargaining unit Employees who apply for said vacancy meet said educational and experience criteria. If less than two (2) qualified bargaining unit Employees apply for said vacancy, the Employer shall make a bonafide effort to promote a bargaining unit Employee, however, selection shall not be mandated from within the bargaining unit.

If in the Employer's determination, it is decided that the promoted bargaining unit member cannot perform the responsibilities of the vacant position after the one hundred twenty (120) day probationary period then that person shall be returned to the position from which he/she was promoted, without prejudice,

Effective July 1, 2014: 2%

	UPON HIRE	AFTER 180 DAYS SERVICE
Children's Libn.	23.46	25.32
Bookkep/Sec.	14.59	16.39
Tech III PS	15.68	17.67
Tech III TS	15.68	17.67
Tech II PS	13.69	14.94
Tech II TS	13.69	14.94
Tech I PS	12.34	13.95
Elec. Resource Lib.	26.00	26.25
Reference Libn.	23.31	24.10

Effective July 1, 2015: 2.75%

	UPON HIRE	AFTER 180 DAYS SERVICE
Children's Libn.	24.11	26.01
Bookkep/Sec.	14.99	16.84
Tech III PS	16.11	18.15
Tech III TS	16.11	18.15
Tech II PS	14.06	15.35
Tech II TS	14.06	15.35
Tech I PS	12.68	14.34
Elec. Resource Lib.	26.71	26.98
Reference Libn.	23.95	24.77

Effective July 1, 2015: 2.75%

	UPON HIRE	AFTER 180 DAYS SERVICE
Children's Libn.	24.77	26.73
Bookkep/Sec.	15.40	17.31
Tech III PS	16.55	18.65
Tech III TS	16.55	18.65
Tech II PS	14.45	15.78
Tech II TS	14.45	15.78
Tech I PS	13.03	14.73
Elec. Resource Lib.	27.45	27.72
Reference Libn.	24.61	25.45

Section 3. Longevity. Employees covered by this agreement shall receive a longevity benefit to be paid hourly and addition to the Employees base rate of pay as set forth above. Said benefit shall be calculated as follows:

(a) Upon the completion of five (5) years of service, Employees shall receive a longevity benefit of four and one-quarter (4 1/4%) percent of their current base salary.

(b) Upon the completion of ten (10) years of service, Employees shall receive a longevity benefit of five and one quarter (5 1/4%) percent of their current base salary.

(c) Upon the completion of fifteen (15) years of service, Employees shall receive a longevity benefit of six and one-quarter (6 1/4%) percent of their current base salary.

(d) Upon the completion of twenty (20) years of service, Employees shall receive a longevity benefit of six and three-quarters (6 3/4%) percent of their current base salary.

(e) Upon the completion of twenty five (25) years of service, Employees shall receive a longevity benefit of seven and one-quarter (7 1/4%) percent of their current base salary

For the purpose of computing longevity benefits for Employees covered by this Agreement, seniority as provided for in Article VII shall be the factor in determining length of service. The Employer agrees to provide any increase in the Lincoln Town Hall bargaining unit Longevity Schedule to the above schedule.

Section 4. All bargaining unit Employees who work on Saturdays or subsequent to 5:00 pm on weekdays shall receive, in

addition to the rate of wages established in said Collective Bargaining Agreement, an additional premium pay of one dollar and fifty cents ($1.50) per hour for each hour or portion thereof worked.

ARTICLE X
HOURS OF WORK

Section 1. For each full time Employee, the standard weekly hours of work shall be thirty-five (35) hours as assigned and posted 15 working days previous to the actual assignment, Monday through Saturday, including a fifteen (15) minute coffee break with pay in the morning and fifteen (15) minute coffee break with pay in the afternoon, a one-half (1/2) hour lunch break without pay and a dinner break consistent with current practice.

The Employer may cause changes to the assigned schedule by publishing and posting said changes no less than fifteen (15) working days prior to said changes becoming effective. Any changes in schedules other than changes as provided for above, shall constitute callback and an Employee shall be paid in accordance with Section 2 (a) below; provided, however, that if an Employee is held over beyond his scheduled shift, he shall be compensated at his regular rate of pay for the first half hour of the hold over and time and one half (1 and ½) for each hour or portion thereof that the Employee continues to work on a hold over basis.

Section 2. Overtime.

(a) Time and one-half (1-1/2) of the Employee's straight time rate of pay shall be paid for hours worked in excess of 40 hours

per week and/or 8 hours per day.

(b) Holiday leave, sick leave or vacation leave with pay shall be considered as time worked for purposes of computing overtime.

(c) Any Employee who is called into work outside of his regular hours, shall be paid at the rate of time and one half (1-1/2) for all such hours worked, but in any event shall be guaranteed three (3) hours pay at said rate.

(d) The Employer's need for and right to request reasonable amounts of overtime is recognized. Overtime will be rotated on a seniority voluntary basis by classification. When sufficient qualified Employees are not available or do not volunteer to perform the necessary work, the Employer has the right to assign Employees qualified to perform the work in the reverse order of their seniority. If an Employee fails to report when he has agreed to work overtime, or refuses an overtime assignment, he shall be passed over for the next available overtime assignment and charged with the overtime refused for distribution purposes.

(e) All regular or foreseeable overtime shall be posted and Employees will be notified as soon as practicable of all overtime opportunities.

(f) An Employee's workday or workweek shall not be reduced in the event an Employee is required to work overtime beyond his regular workday or workweek.

(g) The Employer shall not unilaterally alter the total weekly hours of the current work force although it may meet and

confer with the bargaining unit to expand said weekly hours.

(h) Employees designated in writing by the Library Director or Assistant Library Director to work temporarily in a higher classification for a period of three (3) consecutive working days or more shall be paid at the rate of the higher classification retroactive to the first day of such assignment.

(i) The parties hereto recognize that the Employer may assign Employees to work outside of their classification in instances of unforeseen circumstances that occur with two (2) working days or less notice, excepting Saturdays. For this purpose only, Saturday shall not be considered a working day.

Section 3. Inclement Weather

In the event Lincoln Town Hall shall authorize employees to begin to leave work early due to inclement weather, the Town's Director of Human Resources or designate shall notify the Library Department Head that bargaining unit members are authorized to leave work early due to inclement weather. In the event of inclement weather during days or hours outside of the normal working hours or days of operation of the Lincoln Town Hall, bargaining unit members shall be authorized to not report to work if the Community College of Rhode Island, located in the Town of Lincoln, is closed.

In any event in which bargaining unit members shall be authorized to leave work early or not report to work due to inclement weather, said leave shall be with no loss of pay.

ARTICLE XI
HEALTH AND WELFARE AND EDUCATIONAL BENEFITS

Section 1. Health and Welfare. 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.

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.

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 Employer's group health insurance policies. Eligible Employees making this choice shall receive the sum of $2,500. 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 pro-rata payment under this Section for that year. Employees electing this option must inform the Town no later than June 1.

Section 4. The Employer shall provide each Employee covered by this Agreement with a Term Life Insurance Benefit in the amount of Ten Thousand ($10,000) Dollars.

Section 5. The Employer agrees to provide all health care coverage increases to members of this bargaining Unit that are afforded unilaterally or by way of collective bargaining to the Lincoln Town Hall Employee Bargaining Unit.

Section 6. Notwithstanding the foregoing, with sixty (60) days' prior notice to the Union, the Employer shall have the right during this Agreement to provide substantially equivalent benefits

from a different provider than those specified in Sections 1 and 2 above, and in lieu thereof.

Section 7. 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 8. Maternity Leave. In addition to all benefits applicable by contract or law, including but not limited to T.D.I, a permanent Employee shall be granted a maternity leave without pay and not to exceed one hundred and eighty (180) days from the date of birth of the child, unless extended by the Board of Trustees. The Employee shall notify the Library Director thirty (30) days in advance of the required leave. An Employee on Maternity Leave shall retain her medical coverage as provided for in Article XI of this Agreement for a period of ninety (90) days.

Section 9. Educational Benefits. It is the policy of the Employer and the Union to help develop a better educated and a more highly skilled work force by providing educational assistance to bargaining unit Employees.

(A) Educational assistance will be provided only for courses

of study which are directly related to the Employee's present job or which will enhance the Employee's potential for advancement to a position within the library which the individual has a reasonable expectation of achieving. In addition, the courses or programs must be offered by accredited institutions of learning.

(B) Other requirements for educational assistance include the following:

(1) Only full-time Employees are eligible.

(2) The Employee must have completed one year of service with the library.

(3) The Employee must not be eligible to receive educational benefits from other sources, such as, the Veterans Administration.

(C) Requests for educational assistance must be approved prior to enrollment. Written requests shall be submitted to the Library Director. The Library Director shall recommend either approval or disapproval of the request to the Board of Trustees. In the absence of the Library Director, requests may be submitted directly to the Board of Trustees. The final decision shall be made by the Board of Trustees contingent upon budgetary restraints.

(D) In determining whether to approve a request for educational assistance, the Library Director is directed to consider the following factors:

(1) The nature and purpose of the course of study;

(2) The benefits to be derived by the Employee and the library;

(3) The level of responsibility and length of service of the

Employee; and

(4) The estimated cost.

(E) The amount of assistance paid by the library shall be dollar for dollar of all reimbursable expenses, as defined in (F) below for all passing grades. Passing grades shall be defined as a C or a higher grade and a pass in Pass/Fail courses. There shall be no assistance for a grade lower than "C".

(F) Upon completion of the course the Employee shall submit to the Library Director a certified transcript of grades received and receipts for expenses incurred. The library will then reimburse the Employee the cost of tuition, textbooks and registration and of laboratory and library fees. However, Employees who take courses at the specific request or direction of the Employer may be reimbursed for all costs in advance.

(G) An Employee who is terminated during enrollment because of reduction in force or elimination of the job, or who is unable to complete the course because of transfer within the library shall be reimbursed for the full amount of the costs incurred up to the date of termination or transfer. An Employee who voluntarily leaves the library or is terminated for cause prior to completing a course shall not be reimbursed for the expenses associated with the course.

(H) Class attendance and completion of study assignments shall be accomplished outside of the Employee's regular working hours. It is expected that educational activities will not interfere with the Employee's work, and unsatisfactory job

performance during enrollment may result in forfeiture of educational assistance and termination of employment.

(I) If the Employee leaves the library voluntarily or is terminated for cause within six months of completion of the course, the Employee must repay the full amount reimbursed by the library for educational assistance.

(J) The maximum number of reimbursable courses is four (4) per semester (including summer semester).

(K) When more than four (4) courses per semester are applied for, the Employer shall allow as many Employees as possible to participate in the benefit provided herein, and seniority shall be the determining factor.

ARTICLE XII
PENSION

Section 1. 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 employer contribution rate shall be increased by ten percent (10%) to one dollar and sixty-seven cents ($1.67) per hour for each hour worked.
- Effective July 1, 2015, the employer contribution rate shall be increased by ten percent (10%) to one dollar and eighty-four cents ($1.84) per hour for each hour worked.

- Effective July 1, 2016, the employer contribution rate shall be increased by ten percent (10%) to two dollars and three cents ($2.03) per hour for each hour worked.

(b) 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.

(c) 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

Section 1. All Employees covered by this Agreement shall be paid their regular rate of pay for each of the following designated holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Fourth of July	Veterans' Day
President's Day	Thanksgiving Day
Day after Thanksgiving	½ day before Christmas
Memorial Day	Christmas Day
Victory Day	½ day before New Year's

(NOTE: ½ day holidays commence at 12:00 noon)

Section 2. If the holiday should fall during an Employee's vacation, or a day on which the Employee is not scheduled to work, the Employee shall receive an additional day off with pay for such holiday.

Section 3. Personal Days. Employees covered by this Agreement

may, with 48 hours notice to the Director, use up to three (3) personal days, each calendar year for personal affairs. Upon use of personal day(s), said day(s) shall be deducted from the Employee's accrued sick leave.

ARTICLE XIV
VACATIONS

All Employees covered by this Agreement shall receive the amount of vacation leave with pay as outlined in this Article and years of service shall be computed based upon each Employees original date of hire.

Section 1. Any Employee who has completed one (1) year of full employment or more with the Employer shall receive two (2) weeks' vacation with pay. However, it is specifically agreed to that one (1) week vacation with pay may be discharged after the completion of an Employee's probationary period during the initial year of employment. If said one (1) week vacation is discharged it will be deducted from the Employee's accrued vacation benefit after the completion of one (1) full year of employment.

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

Section 5. Seniority shall be the determining factor in the selection of vacation leave where more than one Employee requests the same time.

Section 6. Employees may carry over vacation leave with pay of no more than one (1) year's accumulation.

ARTICLE XV
SICK LEAVE

Section 1. All members of the bargaining unit excluding probationary Employees, shall be entitled to sick leave with pay.

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) 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 (1-1/2) working days per month.

Section 3. In cases of extended sick leave, as defined as sick leave in excess of three consecutive workdays, a doctor's certificate may be required at the Employer's option as proof of Employee's fitness, a condition for payment of sick leave, except with respect to a period of time during which an Employee is

hospitalized.

Section 4. Sick Leave shall be payable only with respect to the workday on which the Employee would otherwise have worked, and shall in no event apply to an Employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an Employee has received full pay from the Employer.

Section 5. Any Employee returning from extended sick leave or injury leave may, at the option of the Employer by required to undergo a physical or mental examination, at the expense of the Employer by a doctor chosen by the Employer as proof of such Employee's fitness for work.

Section 6. Sick Leave may be accumulated up to one hundred twenty-five (125) days for all full-time Employees covered by this Agreement.

Section 7. 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) provided, however, that reimbursement shall not exceed the value of one hundred (100) days of sick leave. In the case of death, accumulated sick leave, not to exceed one hundred (100) days shall be paid to the estate of the Employee.

Effective July 1, 2009, 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 along as they have

accumulated 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 8. A maximum of 10 days per year of accrued sick leave may be used for family illness of the immediate family which requires attendance of the Employee. The immediate family shall include spouse, child, parent, grandparent, grandchildren, brother, sister and parent-in-law. Said leave shall be at the discretion of the Board of Trustees for family members other than those listed above.

Section 9. Any Employee with at least five (5) years of employment with the Lincoln Public Library who contracts a serious illness may be granted, with the approval of the Board of Trustees, ninety (90) days' sick leave in addition to his/her accumulated leave as of the date that said illness occurs.

Section 10: Any Employee who is eligible for FMLA leave shall comply with the notice and medical certification requirements of FMLA. The Employer shall provide notice to an Employee discharging paid leave provided under this Agreement that such leave will be counted against the Employee's FMLA allowance.

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, grandchildren, mother-in-law,

father-in-law, daughter-in-law, or son-in-law. Bereavement leave taken pursuant to this section shall be from time of notification of death up to, and including, the day of burial. Additionally, one (1) day of bereavement leave without loss of pay shall be granted due to the death of an Employee's spouse's brother, sister or grandparent.

Section 2. In the event there is a death in the Employee's family, but not in the immediate family as defined above, the Employee shall be granted sufficient time to attend the funeral service.

Section 3. In the event the Employee is the sole survivor of the deceased family member and additional time is reasonably required to make and oversee funeral services, the Employee may supplement Bereavement Leave with Vacation Leave or unpaid Leave and subsequent to the discharge of the same, the Employee may request the Board of Trustees to reallocate said Vacation Leave and/or extend said Bereavement Leave. The Board of Trustees shall consider said request in the exercise of its discretionary prerogatives.

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 jury duty. The Employer agrees to provide the Employee with the difference between the jury duty pay and the Employees' regular

pay.

ARTICLE XVIII
MILITARY LEAVE

Section 1. 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 induction or commission) 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 six (6) months 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.

Section 2. Military leave shall be granted in accordance with applicable state and federal laws.

ARTICLE XIX
PROFESSIONAL SEMINARS AND MEETINGS

Section 1. The advantage of attending professional seminars, training sessions and meetings is recognized by both the Employer and the Union.

Section 2. Any Employee who desires to attend said seminars, training sessions and/or meetings shall make their request to the Library Director for consideration and approval. If approval is withheld or denied, said Employee may appeal the Director's action to the Board of Trustees. This appeal may be effectuated prior to or subsequent to said seminar.

Section 3. If said sessions are held during working hours, the Employee shall receive his/her regular wages. If said sessions are held at times other than working hours, said Employee shall be granted compensatory time off with pay in an amount equal to the duration of said session. Overtime compensation shall not be paid for attendance at said sessions.

Section 4. The parties hereto recognize that attendance of an Employee at a Professional seminar, training session or meeting shall not require the Employer to replace said Employee with overtime personnel.

ARTICLE XX
DISCIPLINE

Section 1. A meeting, between an Employee and his supervisor, during which the principal topic of discussion is discipline or potential discipline, will entitle the Employee to be informed of his right to have a Union representative present. If the Employee requests the presence of a Union representative, the Employer will honor that request.

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 below.

If the Employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the Employee. After a period of one year, if the Employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the Employee's personnel record.

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

1. Counseling
2. Oral Reprimand
3. Written reprimand
4. Suspension
5. Demotion (where appropriate)
6. Discharge

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

Section 2. When the Employer proposes to discipline an Employee, except for counseling, or oral reprimand, the following procedures will apply:

A. The Employee will be given a speedy (prompt) hearing. When necessary, depending on the nature of the charges, the Employee will be placed on administrative leave (leave with

pay) for a maximum of five (5) working days within which time the Board of Trustees will conduct a hearing.

B. If the Board of Trustees requires additional time beyond the five (5) working day administrative leave, to prepare for the hearing, the Employee will be continued on administrative leave until the hearing is held. In no case shall Administrative leave exceed 10 days.

C. If the Union and/or the Employee requires additional time beyond the maximum of five (5) working days administrative leave, to prepare for the hearing, the Employee will be placed on leave without pay. In no case shall such leave without pay exceed 10 days.

D. In any event a hearing shall commence no later than 10 days after notice that a suspension or discharge has been imposed and a written decision shall be rendered within 15 days of the conclusion of the hearing.

Section 3. It is agreed that the Employer may dismiss, demote or suspend an Employee for just cause.

Section 4. An Employee against whom a disciplinary action which results in a demotion or dismissal that has been taken, may appeal the decision and proceed immediately to grievance provisions contained herein.

Section 5. In the event that an Employee is dismissed, demoted or suspended under this section and such Employee appeals such action and this appeal is sustained, he shall be made whole as to all the terms and provisions of this Agreement.

ARTICLE XXI
MISCELLANEOUS

Section 1. Bulletin Boards. The Employer shall provide a bulletin board to be used for the posting of Union notices, rules and regulations.

Section 2. Safety. Both the Employer 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 3. Monthly overtime reports will be given to the Union Steward upon request.

Section 4. The parties agree to the formation of a joint labor management committee for the purpose of developing a comprehensive snow/inclement weather policy in the interests of employee and public safety.

ARTICLE XXII
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.

For the purpose of this Article, a grievance is defined as a dispute or difference of opinion raised by an Employee, or by a group of Employees (with regard to a single common issue) covered by this Agreement against the Employer involving the meaning,

interpretation or application of the express provisions of this Agreement and the discharge or other discipline of any Employee covered by this Agreement.

Section 2. A Steward or Officer 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 Counsel and International representation throughout the entire duration of the grievance procedure.

Section 3. No grievance shall be entertained or processed unless it is submitted to the Employer within ten (10) business days after the Employee concerned has become aware or should have become aware of the occurrence of the event giving rise to the alleged grievance; if a grievance is not presented within the time limits set forth, above, it shall be considered "waived"; if a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the Employer and the Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Mondays through Saturdays inclusive and excludes Sundays and holidays.

Section 4. Procedures.

Step #1
Employees may register grievances with the Steward of the Union, who shall present such grievance to to the Library Director. All grievances should be presented in writing to the Library Director and shall include the facts giving rise to the grievance, the provisions of the agreement alleged to be violated, the name(s) of the aggrieved Employee(s) and the remedy sought.

Step #2
In the event the grievance is not satisfactorily adjusted in Step #1, within five (5) business days, the Steward and/or the Business Manager or authorized representatives shall present such grievance herein with the Employee to the Board of Trustees.

Step #3
In the event the grievance is not satisfactorily adjusted within the next ten (10) business days, the Union may submit the case to arbitration.

Section 5. Arbitration. If the grievance is still unresolved, the Union may within ten (10) business days after the reply of the Employer is due demand arbitration. The arbitration proceedings shall be conducted in accordance with the Rules of the American Arbitration Association. The parties further agree that the fees and expenses of the Arbitrator shall be borne equally by the parties. The award of the arbitrator shall be final and binding, subject to review allowable by law.

Section 6: The authority and jurisdiction of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provisions of this agreement. The arbitrator shall have no authority: to add to, detract from, alter, amend or modify any provision of this agreement; to impose on either party a limitation or obligation not explicitly provided for

in this agreement; or to establish or alter any wage rate or wage structure. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue an award which: (a) is violative of or inconsistent with any of the terms of this agreement or applicable law; (b) exceeds his jurisdiction and authority under law and this agreement; or (c) involves any matter wherein the Employer's decision is final and binding under either the term of this agreement or by applicable law.

ARTICLE XXIII
FMLA and EXTENDED UNPAID LEAVE

Section 1: 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.

Section 2: 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 XXIV
DURATION OF AGREEMENT

Section 1. The provisions of the 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 at least one hundred 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.

IN WITNESS WHEREOF, the parties herein have executed this Agreement on this day and year first above written.

TOWN OF LINCOLN, RI
Public Library

KAREN QUINN
Chairwoman
Board of Trustees

T. JOSEPH ALMOND
Town Administrator

RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of Local Union 1033 of the Laborers' International Union of North America, AFL-CIO

MICHAEL F. SABITONI
Business Manager, Local 1033

RONALD R. COIA, ESQ..
Business Manager, Local 1033