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

TOWN HALL EMPLOYEES

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AGREEMENT ON BEHALF OF TOWN HALL EMPLOYEES

ENTERED into this 14th day of August 2014, by and between the TOWN OF LINCOLN and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of LOCAL UNION 1033 pursuant to Article XXIV of the parties' Agreement effective July 1, 2014 to June 30, 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 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. The 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, 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' skills and ability without regard to consideration of race, color, creed, national origin, or sex.

All references to Employees in this Agreement designate both sexes and wherever 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, AFL-CIO, 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-3309 and certified by an election held on September 16, 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 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 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. Indemnification.

The Union shall indemnify the Town and any department of the Town, 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 Town or any department of the Town for the purpose of complying with the provisions of this article.

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

Section 4. 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.

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 deemed necessary by the Union. Members of the bargaining unit and employees of the Town of Lincoln shall be excused from duty with pay for participation in negotiations between the Union and the Employer.

Section 2. The Union shall furnish the Employer and the appropriate department heads with a list of four (4) department representatives and one (1) steward, and shall, as soon as possible, notify said appropriate Town officials in writing of any changes therein.

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 Town shall excuse from duty with pay one union steward and one department representative for participation in official meetings of Local 1033 of the Laborers' International Union of North America and/or the RI Laborers' District Council, provided the Employer shall not be required to pay in excess of eight (8) hours total pay per month for such attendance; and, provided further, that said steward and dept. representative shall notify their department head(s) at least twenty-four hours in advance of said meetings.

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 employees 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
SENIORITY AND PROMOTIONS

Section 1: Definition. Seniority shall be defined as total length of continuous employment. Full-time employment shall be defined as employment with the Town of Lincoln of at least thirty-five (35) hours per week. Part-time employment shall be defined as twenty (20) hours or less per week Seniority shall be acquired by an employee as of the first day of employment with the Town notwithstanding the one hundred eighty (180) day probationary period.

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, or exceeds an authorized leave of absence, or is laid off for a period of more than 18 months.

Section 4. The Union Steward shall be considered the senior person in his respective department 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 Town Hall 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 full time bargaining unit Employee who has completed his probationary period may apply in writing for permanent vacancy to the Department Head through the Personnel Department within seven (7) working days of its posting.

Section 8. In all applications of seniority under this Agreement the ability of the Employee shall mean the qualifications and ability of an Employee to perform the required work. Where the ability and qualifications to perform the required work are, among the Employees concerned, equal, seniority as defined in Section 1 shall govern.

Section 9. Filling of Vacancy: Full time Employees covered by this Agreement shall have the opportunity to bid for vacant positions in their own department within seven (7) working days of the posting of said vacant positions. The Town shall provide a trial working period of not more than fifteen (15) working days to the most senior qualified full time employee from within the department where the vacancy exists who possesses the minimum basic skill and who would like the opportunity to demonstrate he/she can perform the requisite skills and abilities of the vacant position. Should a

position become available in a department where no full time employee from that department bids for the position, then an full time employee from another department may submit an application for consideration by the department head and personnel director. Should no full time employee from another department submit an application, a part-time employee may submit an application for consideration.

ARTICLE VIII
REDUCTIONS IN WORK FORCE

Section 1. The Town in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. If it is determined that layoffs are necessary, Employees will be laid-off in the following order:

a) Part-time Probationary employees

b) Full time Probationary employees

c) Part-time Permanent employees

d) In the event a further reduction in forces is required, the most junior full time 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) working days.

Section 2. Employees who are laid off shall be placed on a recall list for a period of 18 months. If there is a recall, Employees who are still on the recall

list shall be recalled, in the reverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled within a five (5) day trial working period. If an Employee is recalled to a position in a lower rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available. If an Employee is recalled to a lower rated job classification, the Employee shall have the right to refuse the recall. The Town shall not hire new Employees in bargaining unit positions as long as there are still Employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

Section 3. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the Employee by certified or registered mail with a copy to the Union, provided that the Employee must notify the Personnel Department of his intention to return within five (5) working days after receiving notice of recall. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Personnel Department with his latest mailing address.

ARTICLE IX
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

The Union may, in its discretion, allocate all or part of the aforementioned wage increases to any of the benefit funds contained in this Agreement.

Section 2. Longevity. Full-time employees covered by this Agreement shall receive a longevity benefit as follows:

YEARS OF SERVICE	
5 years but less than 10	4.25%
10 years but less than 15	5.25%
15 years but less than 20	6.25%
20 years or more	6-3/4%
25 years or more	8%

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

ARTICLE X
HOURS OF WORK

Section 1. For each full time Town Hall Employee, except those specifically scheduled below, the standards hours of operation shall be 8:30am - 4:30pm, Monday through Friday. Each full time Town Hall Employee shall be entitled to one (1) fifteen (15) minute coffee break with pay in the morning between the hours of 10:00am - 11:00am, and one (1) fifteen (15) minute coffee

break with pay in the afternoon between the hours of 2:30pm - 3:30pm, and a one (1) hour lunch break without pay.

a) Town Hall Custodian - 2:30pm - 11:00pm unless adjusted by the Public Works Director with five (5) working days notice;

b) Police Department Secretary - 8:00am - 4:00pm;

c) Police Department Records Clerk - 8:00am - 4:00pm;

d) Animal Control Officer - 7:00am - 3:30pm unless adjusted by the Police Chief with five (5) working days notice;

e.) Assistant Animal Control Officer (20 hours or less)-hours to be determined by Police Chief with five (5) working days notice:

f) Police Department Dispatchers shall have a standard week of 40 hours consisting of five (5) shifts of eight (8) hours inclusive of a lunch period as established by the Town Police Chief.

g) In addition to the standard hours of operation, Employees may be required, at the Town Administrator's discretion, to work callback on Monday evenings from 6:00pm to 8:00pm.

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 thirty-six (36) hours in an Employee's regularly scheduled work week, except for designated salaried Employees.

b. Except for designated salaried Employees, time and one-half (1-1/2) of the Employees straight time rate of pay shall be paid for work performed on Saturdays, Sundays and holidays as long as the Saturday or Sunday is not a regular scheduled work day for the Employee. In the event a holiday or sick leave with pay falls during an Employee's work week, the holiday or sick leave with pay shall be considered as part of the work week for the purpose of computing overtime.

c. Except for designated salaried employees, any Employee who is called into work outside of 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 two (2) hours pay at said rate.

d. The Town's need for and right to request reasonable amounts of overtime are recognized. When practicable, overtime will be requested on a seniority voluntary basis by classification in a department. However, when an entire classification is needed or when sufficient qualified Employees in a Town department are not available or do not volunteer to perform the necessary work, the Town has the right to assign any employee qualified to perform the work. 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 and 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. Employees designated to fill a job assignment in a higher classification on a temporary basis for at least one (1) full day of work in any workweek shall be paid at the rate for the higher classification only for the time actually worked on the job in the higher classification.

h. 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: 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. Part-time employees shall be afforded one-half of this benefit.

Section 4. The Employer shall provide each employee covered by this Agreement with a term life insurance benefit in the amount of Ten Thousand Dollars ($10,000). Part-time employees shall be afforded one-half of this benefit.

Section 5. Notwithstanding the foregoing, with sixty (60) days prior notice to the Union, the Employer shall have the right during this Agreement to provide equal benefits from a different provider than those specified in Sections 1 and 2 above, and in lieu thereof.

Section 6. In order to provide each employee covered by this Agreement and their dependents drug/prescription and vision care benefits, the Employer agrees, upon the execution of this agreement, 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 7. Part-time employees shall be afforded an individual healthcare and dental plan.

ARTICLE XII

PENSION

Section 1.

(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 seventy-eight cents ($1.78) 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 ninety-six cents ($1.96) 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 sixteen cents ($2.16) per hour for each hour worked.

(b) For the 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 due 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:

Christmas Day	Victory Day
New Year's Day	Memorial Day
Martin Luther King Jr. Day	Labor Day
Presidents' Day	Columbus Day
Veterans' Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving

½ day before Christmas and New Year's Day,

- Should Christmas Day or New Year's Day fall on a Saturday, the employees shall be granted a ½ day off with pay on the preceding Friday and a full day off with pay on the succeeding Monday.

Should Christmas Day or New Year's Day fall on a Sunday, the employees shall be granted a full day off with pay on the succeeding Monday.

With the exception of Christmas and New Year's Day, if any of the aforementioned holidays falls on either a Saturday or Sunday, the employees shall be granted a full day off with pay on the succeeding Monday.

Section 2. If the holiday should fall during an Employee's vacation, the Employee shall receive an additional day off with pay for such holiday.

Section 3. 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.

Section 4. Employees covered by this Agreement may, with 48 hours written notice to their Department Director, use two (2) personal days each fiscal year for personal affairs. Personal days shall not be deducted from 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.

Section 1: On July 1 following the completion of the probationary period, the employee will receive a prorated number of days for vacation based on the number of months between the date of hire and July 1. Thereafter, the employee will receive vacation as outlined in subsequent sections of this article.

Section 2: Any employee who has completed one (1) year of full-time employment or more on July 1 shall receive two (2) weeks' vacation with pay.

Section 3: 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 4. 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 5. 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 6. 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 7. 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 8. 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 9. Vacations must be taken during the fiscal year in which it is earned and may not accumulate.

Section 10. Vacation time cannot be taken in less than one-half (1/2) day increments.

Section 11. Part-time employees shall be afforded one-half of vacation leave allotment described herein.

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) 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 accumulate and shall be computed at the rate of one and one-half (1-1/2) working days per month.

Section. 3:

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 4. 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 5. Sick leave shall be payable only with respect to a 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 6. Any Employee returning from extended sick leave or injury leave may, at the option of the Town, be required to undergo a physical or mental examination, at the expense of the Town, by a doctor chosen by the Town, as proof of such Employee's fitness for work.

Section 7. Sick leave may be accumulated up to one hundred twenty-five (125) days for all full time Employees covered by this Agreement.

Section 8: 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 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 9. 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 ninety (90)

days from the date of birth of the child, unless extended by the Town Administrator. The Employee shall notify the Town Administrator 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 sixty (60) days.

Section 10. Sick leave cannot be taken in less than one-half (1/2) day increments.

Section 11. Sick leave may be discharged for attendance upon members of the family within the household of the employee whose illness requires the care of the employee, provided however, that not more than seven (7) working days with pay shall be granted, per employee, in any one (1) calendar year. This leave shall be deducted from the employee's accrued sick leave.

Section 12. Part-time employees shall be afforded one-half of sick leave allotment described herein.

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 in the event that there is a death to an employee's spouse's brother, sister or grandparent, the Employee shall be granted one (1) day to attend the Funeral service.

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 in pay between the jury duty pay and the Employee's regular pay. A copy of said order shall be submitted to the Personnel Department.

ARTICLE XVIII
MILITARY LEAVE

Section 1. Every employee covered by this Agreement who has left or shall leaves said position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United Stated 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 without pay from the said position commencing with the time of leaving said position for the 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 (60) 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.

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

ARTICLE XIX
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. Dispatcher and Dog Officer Uniforms. The Employer shall allocate, each fiscal year, $380.00 per dispatcher and dog officer as a clothing acquisition and maintenance allowance. Part-time employees shall be afforded one-half of this allotment. Uniform acquisition shall be the first priority in the expenditure of this allowance. On June 1 of each year, any unexpended funds shall be distributed to the dispatcher for maintenance reimbursement.

Section 5. 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 XX
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 Town involving the meaning, interpretation or application of the 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 department head within seven (7) 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 Department's last answer. If the Department does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the Department Head and the Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays and holidays on which Town Hall is closed.

Section 4. Procedures

Step #1. Employees shall register grievances with the Steward of the Union, who shall present such grievances in writing to the respective department head within ten (10) working days after the employee concerned had knowledge or should have had reasonable knowledge thereof of the event. Said grievance should state which section(s) of the collective bargaining agreement has (have) been violated and the disposition 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 Union representatives shall present such grievance herein with the employee to the Personnel Director.

Step #3. In the event the grievance is not satisfactorily adjusted within the next seven (7) business days, the Union may submit the case to the Town Administrator.

Step #4. In the event the grievance is not satisfactorily adjusted in Step #3 the Union, within seven (7) working days, may submit the case to arbitration.

Step #5. Arbitration. If the grievance is still unresolved either party may within seven (7) business days after the reply of the Employer is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) business days after notice has been given. If the parties fail to agree on an Arbitrator, either party may submit the matter to the American Arbitration Association for final determination. The parties further agree that the fees and expenses of the Arbitrator shall be borne equally by the parties. It is hereby specifically agreed by and between the Employer and the Union that any and all settlement of grievances or grievance arbitration awards shall be final and binding upon the parties herein concerned but does not preclude legal action as prescribed by statute.

ARTICLE XXI
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 XXII
CHANGES OR AMENDMENTS

Section 1. It is hereby agreed that this Agreement contains the complete Agreement between the parties covering rates of pay, wages, hours of

employment, working conditions and all other terms and conditions of employment and no addition, 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 XXIII
DURATION OF AGREEMENT

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 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 hereto have executed this Agreement on the day and year first above written.

TOWN OF LINCOLN, RI

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
Business Manager, Local 1033

Witness

Witness

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

TOWN HALL	**7/1/2014**	**7/1/2015**	**7/1/2016**
	2%	**2.75%**	**2.75%**
Clerk II	$16.48	$16.94	$17.40
Cashier	$16.48	$16.94	$17.40
Secretary	$17.30	$17.77	$18.26
Senior Clerk	$18.98	$19.50	$20.04
Computer Opr I	$20.61	$21.18	$21.76
Computer Opr II	$16.48	$16.94	$17.40
Payroll Clerk	$16.48	$16.94	$17.40
Bookkeeper	$17.30	$17.77	$18.26
Assistant Bookkeeper	$16.48	$16.94	$17.40
Custodian	$17.03	$17.50	$17.98
POLICE DEPARTMENT			
Clerk II/Detective Division	$16.48	$16.94	$17.40
Police Dispatcher	$18.94	$19.46	$20.00
Secretary	$21.05	$21.63	$22.23
Asst. Animal Control Officer (20 hrs. or less)	$17.18	$17.65	$18.13
Dog Officer	$787.33	$808.98	$831.23