

**AGREEMENT**

**between**

**THE TOWN OF SMITHFIELD, RHODE ISLAND**

**and**

**RHODE ISLAND LABORERS' DISTRICT COUNCIL**

**on behalf of**

**LOCAL UNION 1217**

**Affiliate of the**

**LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO**

**Effective July 1, 2017 through June 30, 2020**

**Town Hall Employees "et al"**

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**AGREEMENT**

THIS AGREEMENT is made and entered into as of the 14 day of July, A.D. 2017 by and between the Town of Smithfield ("Town" or "Employer") and the Rhode Island Laborers' District Council acting for and on behalf of Public Service Employees' Local 1217 of the Laborers' International Union of North America ("Local 1217" or "Union").

**PRINCIPLES**

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

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 and responsibilities of both the Employer and the employees.

There shall be no discrimination against any employee by reason of race, color, creed, sex, national origin, age, sexual orientation or other prohibited basis of discrimination. The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, mindful that the public interest is enhanced with full utilization of an employee's skill and ability without regard to consideration of race, color, creed, national origin, sex, age, sexual orientation or other prohibited basis of discrimination. No employee covered by this Agreement shall be discharged, laid off, demoted, suspended, transferred or affected in any way because of his political beliefs or activities, unless such activities are illegal. The parties further agree that any allegations of discrimination based upon union affiliation or non-affiliation shall be exclusively submitted to, and reviewed by, the Rhode Island Labor Relations Board and shall not be subject to the grievance and arbitration provisions of this Agreement.

All references in this Agreement to an "employee" or "employees" are intended to include both genders and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 1**

**UNION RECOGNITION AND SECURITY**

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications and categories of work covered by this Agreement for the purpose of collective bargaining as provided by the Rhode Island Labor Relations Act of 1941, as amended, and so certified by the Rhode Island Labor Relations Board in Case No. 3438 in the classifications limited to those positions listed in Article IV and entitled "Salaries and Longevity Supplement".

The Employer agrees to notify both the Business Manager of the Rhode Island Laborers' District Council and the Union within thirty (30) days of its hiring of an employee is any of the aforementioned classifications.

Section 2. All present employees who are members or who become members of the Union on or after the effective date of this Agreement shall remain members in good standing by the payment of their regular monthly dues as a condition of continued employment. An employee is not required to become a member of the Union in order to be employed by the Employer to any of the classifications in the unit. However, an employee who does not elect to join the Union shall, as a condition of continued employment, pay an amount equal to that paid by other employees in the bargaining unit who are members of the

Union, which sum shall be equal to regular dues, initiation fees and uniform assessments paid by said members.

Section 3. The Employer agrees not to enter into any Agreement or contract with members of the bargaining unit individually or collectively, nor negotiate or bargain with them, unless it is through the duly authorized representative of the Union; and any such Agreement not so negotiated shall be null and void.

Section 4. "Membership in good standing" as referred to herein means solely the tender of payment of normal dues and the standard initiation fee.

## **ARTICLE II**

### **MANAGEMENT RIGHTS; NO STRIKE/NO LOCKOUT**

Section 1. The Employer shall have the exclusive right to direct, supervise and control all of its departments and employees and to exercise any and all rights granted to the Town as an employer by statute, ordinance and applicable regulations. Except when expressly abridged by a specific provision of this Agreement, and without limitation, the Employer retains the sole right to hire, discipline and discharge for just cause, layoff, promote, transfer and assign its employees; to promulgate rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge or reduce a department, function or division; to assign or transfer employees to other departments, functions or divisions, as operations may require;

to introduce new or improved facilities; and to carry out the ordinary and customary functions of management whether or not exercised by the Employer prior to the execution of this Agreement. The Employer may introduce a change in the method or methods of operation that will produce a change in job duties and a reduction in personnel. Nothing contained in this section shall be interpreted as relieving the Employer of its statutory duty to bargain in good faith with the Union over proposed changes in wages, hours and/or working conditions of the employees or to impair any of the rights set forth in the grievance and arbitration procedure set forth in Article XVIII. No provisions of this agreement shall be applied or construed to limit, impede or abridge any of the Town's obligations under law.

Section 2. Cognizant of the statutory prohibition against strikes, R.I.G.L. 28-9.4-1, and subject to the provisions of Section 3 below, no employee covered by this Agreement shall engage in, induce, cause or encourage any strike, sit-down, sit-in, slowdown, cessation, stoppage, interruption of work, boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind for any reason during the life of this Agreement. The Employer shall not lockout any employee over any matter which is subject to arbitration.

Cognizant of the statutory prohibition against strikes, R.I.G.L. 28-9.4-1, and subject to the provisions of Section 3 below, the Union shall not in any way, directly or indirectly, authorize, assist,



encourage, induce, participate in or sanction any strike, sit-down, sit-in, slowdown, cessation, stoppage, interruption of work, boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind during the life of this Agreement, or ratify, condone or lend support to any such conduct or action.

The Employer, subject to the provisions of Section 3 below, shall have the right to discipline, up to and including discharge, any employee who violates this Article. The Employer's actions in disciplining such employee shall be subject to the grievance and arbitration procedure set forth in Article XVIII.

Section 3. The Employer recognizes that the Union and its members have a legitimate right to refuse to be exposed to either unsafe or unhealthy working conditions. The Union or the employees shall, upon discovery, promptly report to the Employer, in writing, any working conditions which are perceived, considered or believed to be unsafe or unhealthy. Should there subsequently be a refusal by an employee or employees to work for legitimate health and/or safety reasons, as may be determined by a neutral arbitrator, said refusal shall not constitute just cause for discipline under this Article. The Employer further agrees that any discipline or other action taken under this Article shall be uniform in nature and not arbitrary and capricious. No action shall be taken by the Employer under this Article in the event of an initial Employer lockout of union members.

**ARTICLE III**

**HOURS OF WORK, REST PERIODS AND OVERTIME**

Section 1. Hours and Rest Periods. The standard work day shall consist of seven (7) hours with one-half hour off for lunch.

The regular work week shall consist of five (5) consecutive working days from Monday through Friday.

Employees of the bargaining unit shall work a standard thirty-five (35) hour week except the Senior Van Driver who shall work a forty (40) hour week. The Town Hall employees shall work 8:30 a.m. to 4:00 p.m. or 9:00 a.m. to 4:30 p.m., the Administrative Secretary at DPW shall work 8:00 a.m. to 3:30 p.m., except those at the Senior Center who shall work 8:00 a.m. to 3:30 p.m. or 8:30 a.m. to 4:00 p.m., except the Senior Center Van driver who shall work 7:00 a.m. to 3:30 p.m. At the discretion of the Town Manager, flexible shifts may be implemented to accommodate the demands of a department, to enhance efficiency of a department or to maximize the delivery of services to the public. This provision shall exclude the Town Hall custodian whose work week shall consist of a forty (40) hour work week Monday through Saturday with a paid one-half (1/2) hour lunch break.

Employees who actually work at least three (3) hours before noon shall be provided one (1) ten minute rest period during each shift. The rest period shall be scheduled during the morning shift at the discretion of the Employer.

At the option of the Town, Town Hall may be open from 8:30 a.m. to 7:30 p.m. one day per month, with Town Hall hours to be reduced to 8:30 a.m. to 1:30 p.m. on one day during the same week as the extended day. Sick and vacation time charge on an extended or reduced hour day is based on actual hours Town Hall is open. If implemented by the Town, any additional details will be negotiated by the parties.

Section 2. Overtime. Time and one-half shall be paid for all work performed in excess of forty (40) hours per week. Except for the Town Hall Custodian and the Senior Center Van Driver, work performed in excess of thirty-five (35) hours and up to forty (40) hours shall be compensated at straight time; provided however, that should an employee be authorized and required to work on a Saturday or Sunday, said employee shall be compensated at time and one-half for each hour worked.

Overtime work shall be equally distributed among employees on the basis of classification and seniority and based on the work customarily and ordinarily performed during that week. A list of eligible employees of each department shall be posted and maintained by the department. Should a dispute arise as to application of this clause, and upon written request, the Employer shall furnish to the Union a record of overtime for the specific period of time.

Status information on overtime hours worked shall be made available to the Union steward upon request in order to determine

which employees are next likely to be called for overtime work. Any employee called back to work at the Senior Center, solely for the purpose of resetting the security alarm shall be paid time and one half for two (2) hours.

**ARTICLE IV**

**SALARIES AND LONGEVITY SUPPLEMENT**

Section 1. Salaries.

7/1/2016 - 6/30/2017

<u>Classification</u>	<u>Weekly</u>	<u>Annualized</u>
Chief Clerk	\$ 928.38	\$48,275.76
Deputy Town Clerk	\$ 928.38	\$48,275.76
Administrative Tax Specialist	\$ 871.43	\$45,314.36
Engineering Secretary	\$ 885.29	\$46,035.08
Bldg./Zoning Secretary*	\$ 948.58	\$52,819.00
Administrative Clerk (Sewer)	\$ 916.40	\$52,819.00
Licensing/Coordination Clerk	\$ 916.40	\$47,652.80
Administrative Clerk	\$ 831.15	\$43,219.80
Deputy Building Official	\$1015.75	\$52,819.00
Deputy Zoning Official	\$1015.75	\$52,819.00
Administrative Assistant (PWD)	\$ 928.38	\$48,275.76
Town Hall Custodian	\$ 906.10	\$47,117.20
Asst. to Senior Center Director	\$ 885.31	\$46,036.12
Meal Site Manager	\$ 530.25	\$27,573.00
Senior Van Driver	\$ 912.83	\$47,467.16
Deputy Tax Assessor	\$ 986.82	\$51,314.64

\* Includes an Initial Annualized \$2400 Stipend for Z.B.R.

Secretarial duties which began on 7/1/99.

\*\* Deputy Tax Assessor position -included as a bargaining unit position. Add \$3,000 to Tax Specialist salary retroactive to 7/1/14, plus salary increase. Add \$1,500 retroactive to 7/1/15 plus salary increase and another \$1,500 is added on 7/1/16 plus salary increase.

Salary increase = 85 cents (7/1/17 - 6/30/18)

Salary increase = 90 cents (7/1/18 - 6/30/19)

Salary increase = 90 cents (7/1/19 - 6/30/20)

Section 2. Probationary Period Salaries. During the six (6) month probationary period imposed upon a new employee to a position in Section 1. above, the employee shall receive pay at the rate of five percent (5%) less than the applicable amount indicated.

Section 3. Longevity Supplement. Each employee shall be paid a longevity supplement according to the following schedule:

(a) After the completion of five (5) working years of employment, the employee shall be paid a longevity supplement of five percent (5%) of his base salary;

(b) Upon the commencement of his/her seventh (7<sup>th</sup>) working year and for every year thereafter through the commencement of twenty (20) working years of continuous employment, the employee shall be paid an increase to his/her longevity supplement of one-half of one percent (1/2%) per year of his/her base salary. However, notwithstanding the foregoing, the maximum longevity supplement shall not exceed twelve percent (12%) of his/her base salary;

(c) The longevity supplement shall be paid prospectively in weekly payments.

(d) Employees hired after July 1, 2015, will not be paid a longevity supplement.

Section 4. Payroll. Regular time and overtime, along with all deductions, shall be itemized on the employee's paycheck stubs.

**ARTICLE V**

**PAYROLL DEDUCTION OF UNION DUES**

Section 1. The Employer agrees to deduct from the wages of each employee who has authorized the Employer in writing to do so, such initiation fees and monthly dues as the Union shall designate. Such deduction shall be made in the same weekly pay period of each month and shall be remitted monthly to the "Secretary/Treasurer of Local Union 1217".

Section 2. The Union shall indemnify and hold harmless the Town and any of its agents and employees against any and all claims, liabilities, suits, orders and judgments (inclusive of all costs and counsel fees) which may be incurred by the Town as a result of its compliance with Section 1.

**ARTICLE VI**

**SENIORITY**

Section 1. Definition.

(a) Seniority shall be defined as the total length of service with the Employer. Seniority shall be defined as length of service within a department for the purpose of applying for and filling promotional vacancies.

(b) Seniority shall be acquired by a full-time employee after completion of a six (6) month probationary period, at which time seniority shall be retroactive to the first day of employment.

Section 2. Accumulation. Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave.

Section 3. Break in Seniority. Seniority shall be considered broken only for the following reasons:

- (a) When an employee has been discharged for just cause;
- (b) When an employee voluntarily terminates his employment;
- (c) When an employee fails to respond to a recall notice;
- (d) When an employee exceeds an authorized leave of absence;
- (e) When an employee engages in other work without authorization while on leave of absence;
- (f) When an employee is laid off in excess of eighteen (18) consecutive months.
- (g) Absent extenuating circumstances, when an employee fails to report an absence from work of five (5) consecutive working days within that period.

Section 4. Reduction in Work Force.

- (a) Whenever it becomes necessary to reduce the number of employees within the bargaining unit, the Town will give notification

of said reduction to the affected employees and Union steward at least fourteen (14) calendar days in advance of the effective date of such reduction.

(b) In the event that a reduction in work force is necessitated, such reduction shall be made in inverse order of seniority within the classification listed in this Agreement.

(c) In recalling employees who are laid off, the employee having the greatest seniority within the classification listed in this Agreement will be recalled first.

## **ARTICLE VII**

### **FILLING OF PROMOTIONAL VACANCIES**

Section 1. This Section shall apply to the filling of all promotional vacancies and positions within the bargaining unit above that of clerk which are vacant and the Employer determines to fill. Sections 2 and 3 shall apply to the temporary filling of vacancies within the bargaining unit. Section 4 shall apply only to the filling of a vacancy in the position of clerk within the bargaining unit. Section 5 shall apply to the temporary filling of a vacancy in a non bargaining unit position by a bargaining unit person.

(a) Should the Employer determine to fill a vacant position, the Employer agrees to fill it by selecting from the best qualified applicants, said determination to be left to the discretion of the Employer, from either within or without the bargaining unit, subject to the provisions set forth below.



(b) The Employer agrees that first consideration will be given to filling a promotional vacancy from within the department where the vacancy exists. Notice of a vacancy in any position shall be posted for a period of three (3) working days on the Town bulletin board.

(c) Any employee interested in filling said vacancy within his department shall apply in writing to the Employer within seven (7) working days after said notice has been posted.

(d) The vacancy may be filled from within the department on the basis of qualifications and ability, as determined in the discretion of the Employer. Where qualifications and ability among bidders or applicants for said position are relatively equal, seniority shall be considered as a determining factor. Should an employee be aggrieved by the Employer's determination of qualifications and ability, said employee may have that determination reviewed through the grievance and arbitration procedure included in this Agreement.

(e) Should the vacant position be awarded by the Employer to a bidder or applicant from within the department, said employee shall be given a trial period of thirty (30) days, and if he is not deemed qualified for the position, in the discretion of the Employer, he shall be restored to his former job or position, which shall remain vacant for the thirty (30) day trial period, without any obligation on the part of the Employer to fill that position.

(f) Should the Employer make the determination that the applicant is unqualified to fill the position for which he bid and was awarded, the Employer shall then post a notice of the vacancy as set forth in paragraph (b) above and any employee, within the classifications covered by this Agreement, interested in filling said vacancy shall apply in writing to the Employer within seven (7) working days after said notice has been posted. The provisions of paragraphs (d) and (e) shall also apply to the process of filling the vacant position.

(g) Should the employer make the determination that the applicant is unqualified to fill the position for which he bid and was awarded, the Employer shall then be unrestricted with respect to the process it chooses to fill said position. In no event, however, shall the position be rebid.

Section 2. During the period of vacancy, the Employer shall have the right to fill the position on a temporary basis for up to ninety (90) days. This period may be extended with the agreement of the Union.

Section 3. The Employer may temporarily transfer or promote an employee from one job to another. In the event of such temporary transfer, where the rate of pay on the job to which the employee is transferred is greater than his own rate of pay, he will receive the higher rate. If he is transferred to a lower-rated job, he shall retain his higher rate.

Section 4. Should the Employer determine to fill a vacant clerk position, the Employer shall post a notice of the vacancy as set forth in Section 1, paragraph (b) above and any employee, within the classifications covered by this Agreement, interested in filling said vacancy shall apply in writing to the Employer within seven (7) working days after said notice has been posted. The provisions of Section 1, paragraphs (d), (e) and (g) shall also apply to the process of filling the vacant clerk position.

Section 5. The employer may temporarily transfer a bargaining unit person into a non bargaining unit position for a period not to exceed 60 days. In the event of such temporary transfer, where the rate of pay of the position to which the employee is transferred is greater than the rate of pay of his regular bargaining unit position, the employee shall receive the greater rate of pay for that period of time he performs the duties of the higher rated position. However, where the rate of pay of the position to which the employee is transferred is less than the rate of pay of his regular bargaining unit position, he shall retain the rate of pay of his regular bargaining unit position.

## **ARTICLE VIII**

### **HOLIDAYS**

Section 1. All employees shall receive pay for the holidays listed below provided that they shall have worked their last scheduled working day preceding such holiday and their first

scheduled working day following such holiday unless their absence on either of such days was a result of illness, at which time the Department Head shall require a physicians certificate or other satisfactory evidence.

New Year's Day	Martin Luther King Day
Presidents' Day	½ Day Good Friday
RI Independence Day	Memorial Day
Fourth of July	Victory Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	1/2 Day-Christmas Eve
Christmas Day	

Should a legal holiday fall on a Saturday, the prior Friday will be the designated holiday off. Should a legal holiday fall on a Sunday, the following Monday will be the designated holiday off.

Section 2. Holidays on Scheduled Day Off. Should any of the holidays recognized above fall on an employee's scheduled day off or on a Saturday or Sunday, in the case of an employee whose normal week is five (5) days, Monday through Friday, such employee shall not be deprived of his holiday rights, but shall be paid for that day or have an additional day off, which day off shall be taken with thirty (30) days before or after the holiday at the discretion of the department head, which discretion shall not be arbitrarily exercised.

Section 3. Holiday During Vacation Period. Should any of the holidays recognized by this Agreement be celebrated during a vacation period, the particular employee shall be entitled to an additional day off with pay.

Section 4. Holidays Worked. An employee called to work on a holiday recognized by this Agreement shall be paid time and one-half his regular rate of pay for such day, in addition to his holiday day's pay.

## **ARTICLE IX**

### **VACATION LEAVE**

Section 1. During the first year of employment, an employee shall not be entitled to any paid vacation; however, during said year, a thirty-five (35) hour employee shall accrue one hundred five (105) hours paid vacation, and a forty (40) hour employee shall accrue one hundred twenty (120) hours paid vacation, which may be taken only upon completion of one (1) year of employment.

Section 2. Any thirty-five (35) hour employee who has been in the employ of the Employer for more than one (1) year in the aggregate shall receive one hundred five (105) hours annual vacation with pay. Any forty (40) hour employee who has been in the employ of the Employer for more than one (1) year in the aggregate shall receive one hundred twenty hours (120) annual vacation with pay.

Section 3. Any thirty-five (35) hour employee who has completed seven (7) years employment shall receive one hundred forty (140)

hours annual vacation leave each year with pay. Any forty (40) hour employee who has completed seven (7) years employment shall receive one hundred sixty (160) hours annual vacation with pay.

Section 4. Any employee who has completed twelve (12) years employment shall receive one hundred seventy-five (175) hours annual vacation leave each year with pay. Any forty (40) hour employee who has completed twelve (12) years employment shall receive two hundred (200) hours annual vacation with pay.

Section 5. Any employee who has completed twenty (20) years employment shall receive two hundred ten (210) hours annual vacation leave each year with pay. Any forty (40) hour employee who has completed twenty (20) years employment shall receive two hundred forty (240) hours annual vacation with pay.

Section 6. Unused vacation time may be accumulated up to a total of thirty (30) working days. Any vacation days in excess of the thirty (30) days must be taken during the fiscal year during which they are earned.

Section 7. Any employee covered by this Agreement taking leave of absence without pay shall cease to accrue annual vacation leave during the period of such absence. No employee may be granted leave without pay until he has exhausted vacation leave.

Section 8. Written requests for vacation will be made by March 1st for the period April 1st to September 30th and September 1st for the period of October 1st to March 30th.

(a) Seniority within the department shall govern if two or more employees from the same department are looking for the same time off. No more than two (2) employees may be granted vacation leave on the same day.

(b) Once vacation time has been granted to an employee, seniority cannot change anyone's plans.

(c) Vacation may be taken in hourly increments provided an advanced written request is submitted to the Department Manager and said request shall not be unreasonably denied.

## **ARTICLE X**

### **SICK LEAVE**

Section 1. All employees of the bargaining unit regularly employed continuously for at least one (1) month shall be entitled to sick leave with full pay. Sick leave shall be granted for the following reasons:

(a) Personal illness or physical incapacity or injury, pregnancy, visit to physician or dentist or quarantine resulting from exposure to a contagious disease to such an extent as to be rendered thereby unable to perform the duties of his position.

(b) Attendance upon members of the immediate family of the employee as defined in Article XII Section 1, whose illness requires the care of such employee; provided, that not more than seven (7) working days with pay shall be granted to employees for this purpose in any one fiscal year.

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

(d) The Union and employees of the bargaining unit acknowledge that regular and predictable attendance is indispensable and essential functions of each bargaining unit position. Violation or abuse of any sick leave provisions of this Article shall subject the employee chargeable therewith to appropriate disciplinary action.

Section 2.

(a) Sick leave with full pay for the employees of this bargaining unit shall be computed at the rate of one and one-quarter (1 1/4) days per month.

(b) Such annual sick leave of fifteen (15) working days with pay, when not used, shall be cumulative. Employees may accumulate up to one hundred twenty (120) days of unused sick leave which may be drawn upon as necessary. Employees may separately accumulate unused sick leave beyond one hundred twenty (120) days which may only be drawn upon after all other available sick leave is used and which may not be cashed in pursuant to Section 4 of this Article. Up to four days of the sick leave accumulation in any contract year may be used in hourly increments in that year as Personal Leave upon twenty-four hours notice to the Employee's supervisor, provided that coverage satisfactory to the Town can be provided.



The Union agrees to assist the Town in a review of the possibility of a long-term disability plan.

(c) Any employee with at least ten (10) years of continuous service who contracts a serious illness may be granted in the discretion of the Town Manager, a further leave not to exceed ninety (90) days with the approval of the Town Manager in addition to his accumulated sick leave. Sick leave accumulation shall cease during this further leave.

Section 3. The department head may require a physician's certificate or other satisfactory evidence in support of any request for sick leave, provided that the employee affected has been told on the occasion of his last prior absence for sickness that such evidence may be required for any future sick leave request within the next six months. However, such evidence shall be required for each sick leave with pay covering an absence of more than three (3) consecutive working days. An employee who discharges four (4) or more non-consecutive sick days in any calendar month shall be required to provide a physician's certificate for each occasion sick leave is taken in the following three (3) months. Any such certificate must be signed by the employee's duly licensed physician, and may be on the form attached hereto as EXHIBIT A, and shall include confirmation of the employee's functional impairment to perform his regular duties and responsibilities. The Town also reserves the right to require an employee to undergo a medical examination at its expense to the

extent it is not covered by the employee's health insurance. Should an employee fail to comply with any of the provisions of this section, he may be placed on unauthorized, unpaid leave and shall be subject to discipline up to and including discharge.

Section 4. Upon termination, retirement or death, each employee or his estate shall be granted cash reimbursement of all sick leave to a cumulative total of one hundred twenty (120) days.

Section 5. Any employee covered by this Agreement taking leave of absence without pay shall cease to accrue annual sick leave during the period of such absence.

Section 6. Leave taken under this article, as well as any other leave under this agreement, shall be counted against the allowances permitted under the Family and Medical Leave Act of 1993 and the Rhode Island Parental and Family Medical Leave Act.

Section 7. An occupational injury or illness arising out of the course and scope of employment with the Town shall be reported by the employee immediately, and shall be submitted to the Town's workers' compensation insurance carrier for processing under the Worker's Compensation Act of the State of Rhode Island. The department head may require satisfactory medical documentation to support the claim of occupational injury with periodic medical review at least every three (3) months. The Town shall pay the employee wages for the first three (3) days following the date of injury.

**ARTICLE XI**

**LEAVE OF ABSENCE**

Section 1. It is agreed that, upon written application, an employee with permanent status may be granted a leave of absence without pay, not to exceed one year, for reasons of personal illness or disability.

At the expiration of such leave, the employee shall be returned to the position from which he is on leave, provided at least two (2) weeks' written notice has been given by the employee.

**ARTICLE XII**

**BEREAVEMENT LEAVE**

Section 1. All employees of the bargaining unit shall be allowed leave, without loss of pay, because of the death of a mother, father, husband, wife, child, brother, sister, mother-in-law, father-in-law or other members of the immediate household, provided that, in such cases, the leave shall not exceed more than one (1) day beyond the date of burial of said deceased person and, provided in the case of the Jewish faith, said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial.

Section 2. In the event that there is a death in the employee's family, up to and including a first cousin, but not in the immediate household, as defined above, the employee shall be granted one day's paid leave to attend the funeral services.

**ARTICLE XIII**

**JURY DUTY AND MILITARY LEAVE**

Section 1. Any employee who is called for jury service in a court of law shall be excused from work for the days on which he serves, and he shall receive for each such day of jury service in which he otherwise would have worked his average straight-time daily earnings, not including transportation allowance. The employee will present proof of such service. The employee may retain his jury duty stipend.

Section 2. Any employee covered by this Agreement who may be a member of the standby reserve or ready reserve of any branch of the armed forces of the United States and who may be required to perform military duties for a period of fifteen (15) days or less in any one fiscal year at the time while so employed by the Town shall receive the difference between his regular salary paid by the Town and the compensation paid by either the state or federal government, if less, during the performance of his military service in any one fiscal year. Provided, however, that, if within said period of military service, an authorized holiday occurs, said employee shall be paid for such holiday. Provided, further, however, that if an employee is called to regular duty in the Armed Forces of the United States, he shall be given a leave of absence without pay or benefits by the Town, except medical coverage and life insurance, and the provisions

of this clause relative to the difference in earnings shall not apply.

Section 3. The Town shall comply with all of its obligations under the Uniformed Services Employment and Reemployment Rights Act of 1994 and any other governing law related to military service by employees.

#### **ARTICLE XIV**

#### **SPECIAL TIME OFF**

##### **Section 1.**

(a) The Union Negotiating Committee shall consist of not more than two (2) employees designated by the Union who will be afforded time off with pay when required to negotiate agreements.

(b) Not more than two (2) employees shall be excused from duty with pay for the purpose of participation in the negotiating of any agreement, providing that reasonable advance notice is given to the appropriate department head.

##### **Section 2.**

(a) The Union shall furnish the Employer and appropriate department heads with a list of stewards and shall, as soon as practicable notify appropriate Town officials, in writing, of any changes thereto. Only those who are officers and stewards shall be recognized by the Employer for the purpose of meetings.

(b) The Union may also be represented by representatives of Local Union 1217, international representatives

and representatives of the Rhode Island Laborers' District Council with legal counsel.

Section 3. There shall be no deduction of pay from a grievant and/or Union officer or steward for time spent directly involved in meetings with department heads during working hours.

Section 4. The Union steward or Union representative shall be allowed reasonable time to visit employees at department offices and buildings during working hours.

#### **ARTICLE XV**

#### **HEALTH AND WELFARE**

##### Section 1.

(a) The Town will provide individual or family, as appropriate, health insurance coverage which is substantially equivalent to the coverage provided to permanent employees as of the date of the execution of this agreement or such coverage as the insurer may create as a substitute if it discontinues a plan covering employees. In addition, prior to any future voluntary change by the Town, the Union will assist the Town in reviewing all insurance proposals to assure substantially equivalent benefits at possible reduced costs to the Town and Employee. The above coverage shall be the same coverage provided the Town Manager and all non-union department heads. (As of 7/1/00, the eye care refund benefit is increased to a maximum of \$100.00 per year.)

(b) Effective January 1, 2012, all permanent employees shall be covered by an HSA \$1,500/\$3,000 deductible, 100/60 Plan with family coverage (when applicable) or individual coverage. The Town shall fund each employee's HSA account with \$3,000 for a family plan or \$1,500 for an individual account on January 1 of the contract year.

An employee who leaves Town employment during the calendar year shall pay to the Town within 30 days of the date of separation any portion of the HSA deposit which has not been reimbursed to the Town. The Town may deduct said unreimbursed funds from any monies due to be paid to the employee by the Town upon separation from employment.

An employee hired during the calendar year shall receive healthcare coverage under Article XV, Section 1(a) above for the remainder of that calendar year, and thereafter shall receive healthcare coverage under this Article XV, Section 1(b).

Active employee spouses will be eligible for healthcare coverage. If the spouse is age 65 or older and is currently off the plan, they will be eligible to re-enroll during the open enrollment period.)

Any employee, spouse, or dependent who elects continued healthcare coverage pursuant to COBRA shall be covered under Article XV, Section 1(a) above at their own expense.

Section 2. The Town will provide individual or family, as appropriate, dental coverage which is substantially equivalent to Dental Levels I, II, III and IV with Orthodontic Rider to \$1,200 per child or covered member, or such coverage as the insurer may create as a substitute if it discontinues a plan covering employees. The Town further agrees to extend the above dental coverage, upon written request of an individual, on a case by case basis, to the fulltime student children of any employee, up to and including children twenty-five years of age. Requests shall not be unreasonably denied.

Section 3. The Employer agrees to assume the cost of furnishing a substantially equivalent level of health insurance coverage with a duly licensed health maintenance organization for an employee who so elects if such an insurance plan is available, provided however, that the employee shall assume all costs for such alternate coverage which exceed the cost of providing the insurance outlined in Section 1(b).

Section 4. During contract year 2011-12, employees hired on or after January 1, 1996 will contribute \$951.08 annually (\$18.29 weekly) for an individual plan or \$1,500 annually (\$28.85 weekly) for a family plan through payroll deductions towards the premiums for the coverage provided in Sections 1, 2 and 3. Effective 7/1/15, all employees in the entire bargaining unit will pay a healthcare co-share. Employees will pay a \$12 weekly co-share for single coverage and a \$30 weekly co-share for family coverage. Effective 7/1/17, all employees will pay a \$16 weekly co-share for single coverage and a



\$36 weekly co-share for family coverage. Effective 7/1/18, all employees will pay an \$18 weekly co-share for single coverage and a \$38 weekly co-share for family coverage. Effective 7/1/19, all employees will pay a \$20 weekly co-share for single coverage and a \$40 co-share for family coverage.

Section 5. With respect to the coverages referenced in Sections 1, 2 and 3 above, if a husband and wife are both employees of the Town (including the School Department), the Town will pay for "family" coverage for one employee and "individual" coverage for the other. In lieu of providing said "individual" coverage, the Town, upon the written election of an eligible employee, shall pay a lump sum of \$2,000.00 annually. The Town shall post notice to eligible employees of the procedure to make such an election.

Any employee who is covered by outside medical/dental plans comparable to coverages set forth in Sections 1, 2 and 3 above, may elect to receive an annual lump sum of \$2,000.00 from the Town in lieu of said coverages. In the event an electing employee's outside medical/dental coverage should cease for any reason, said employee shall be allowed to reenter the plans set forth in Sections 1, 2 and 3 above within thirty (30) days of the employee's tender of written notice to the Town. As a condition to reentry to the coverages set forth in Sections 1, 2 and 3 above, the employee shall pay the Town the sum equivalent to the pro rata balance of the above lump sum payment.

Section 6. The Town agrees to allow retired employees previously covered by this Agreement, at their own expense, to remain covered by Town healthcare and dental group insurance plans that the retiree selects. If a retired employee elects to remain with a Town plan and then subsequently leaves the plan for any reason, it shall be solely within his discretion to reenter a Town plan.

Section 7. The Town shall continue its payments, as hereinafter indicated, for continued family or individual health care under Section 1(a) above for every member of the Bargaining Unit who retires on or after July 1, 1988, if said employee was hired prior to July 1, 2015 and has attained the age of fifty-eight (58) and who shall have served at least twenty (20) years in the department at the time of his retirement on the same terms and under the same plan as provided to active employees. However, all current, eligible employees who retire on or after July 1, 2015, shall be required to pay during their retirement the same co-share as active employees. If the Plan provided to active employees cannot be offered to an out-of-state retiree, the Town shall provide alternative health insurance coverage on the same terms as provided to active employees.

Employees in the employ of the Town as of 12/31/80 shall be eligible for benefits under this section with at least ten (10) years of service. The Town's obligation shall continue until (1) the retiree or his spouse receives health care coverage from another employer or (2) the retiree or spouse becomes eligible for Medicare

or another federally subsidized health care program. If the health care program provided by another employer of the retiree or spouse ceases to be provided at any time before the retiree becomes eligible for Medicare or another federally subsidized health care program, then the Town's obligation to pay for health care coverage as aforesaid shall resume.

Upon approval of a disability retirement, the employee will submit a letter of resignation and general release, and immediately apply for Medicare. Upon acceptance in the Medicare program, all Town medical and dental benefits will cease, except the Town will provide Medicare supplemental coverage until age 65.

For the purposes of this section, in calculating years of departmental service, those years an employee has worked for the Smithfield School Department, or another department in the Town, shall be included.

Employees hired after July 1, 2015 shall not be eligible for retirement healthcare.

Section 8. Each year, employees who are on pension, shall be required to sign an affidavit as to any other medical coverage they or their spouse may be eligible to receive. Such affidavit shall be sent to each employee no later than May 1 of each contract year and shall be submitted to the Town no later than June 1 of each contract year. Should the retiree fail to file the affidavit with the Town in

a timely fashion, the Town shall be relieved of its obligation to provide continued health care coverage hereunder.

**ARTICLE XVI**

**LIFE INSURANCE**

The Employer will provide, furnish and entirely pay the full premium for Fifty Thousand and 00/100 (\$50,000.00) Dollars group term life insurance coverage on the life of each employee covered by this Agreement. Employee may continue life insurance after retirement provided he/she has twenty (20) or more years of service. Employer will pay fifty percent (50%) of the premiums.

**ARTICLE XVII**

**PENSION FUND**

Section 1. The existing pension plan between the Town and the Municipal Employees' Retirement System, including the benefit for employees covered by this Agreement, shall continue in full force during the term of this Agreement. Employees shall be allowed to participate in the State Retirement System's Cost of Living Adjustment Program (COLA).

Section 2. The Town shall contribute to the retirement plan that percentage of the employee's wages required by the State of Rhode Island Municipal Employees' Retirement System, and the employee shall contribute the percentage mandated by the Employees Retirement System of Rhode Island. Should there be any increase mandated during

the term of this Agreement, contributions shall be paid in accordance with the mandates of the Employees Retirement System of Rhode Island.

### ARTICLE XVIII

#### GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. It is mutually understood and agreed that all grievances of employees arising out of the provisions of this contract, shall be dealt with as follows.

Section 2. Union stewards and officers shall be guaranteed sufficient time off during working hours to seek to settle grievances without loss of pay. An aggrieved employee shall have the right to Union representation, including counsel and international representation, during the entire duration of the grievance procedure.

Step 1: Employees in the first instance may register grievances with the steward of the Union, who shall present such grievances to the immediate supervisor in writing. The written grievance should include: the facts giving rise to the grievance; the provision(s) of the agreement, if any, alleged to have been violated; the name(s) of the aggrieved employee(s); and the remedy sought. The supervisor shall have two (2) working days to adjust the grievance. Any grievance which is not presented within five (5) working days of the date of the occurrence shall be deemed to have been waived.

Step 2: If unable to reach satisfactory adjustment within two (2) working days, the Union shall submit the grievance in writing to

the Town Manager within ten (10) working days. A response to the Union by the Town Manager must be in writing within fourteen (14) working days.

Section 3. Notwithstanding those steps outlined above, said steps may be waived by agreement in writing, signed by authorized representatives of the parties to this Agreement, which waiver will permit prompt submission to arbitration, thus promoting the welfare of both parties to this Agreement.

Section 4.

(a) If a grievance is not settled, such grievance shall, at the request of the Union, be referred to the American Arbitration Association in accordance with its rules then pertaining.

(b) The arbitrator shall hold a hearing as soon as may be scheduled by the American Arbitration Association's Case Administrator. His decision shall be final and binding upon the parties, subject to any limitation of law. The expenses of such arbitration shall be borne equally by the parties. The arbitrator shall have no power to alter, amend, add to or deduct from the provisions of this Agreement.

(c) The submission to arbitration must be made within fifteen (15) working days of receipt of the Town Manager's answer, as stated in Step 2. of Section 2. above, or else it shall be deemed to have been waived.

(d) Subject to any limitation of law, the Employer and the Union agree to apply the decision of the arbitrator to all substantially similar situations.

## **ARTICLE XIX**

### **MISCELLANEOUS**

Section 1. Bulletin Boards. The Employer shall provide a bulletin board in a conspicuous place to used solely for the posting of Union notices, rules and regulations. Said board shall not exceed an area of nine (9) square feet.

Section 2. Inclement Weather. The Town Manager may authorize the employees of all or certain departments or offices either full or partial days off to permit early closing or late opening in such instances as severe storms or extreme weather may dictate. Where the welfare, safety and convenience of the public prevents closing or the use of reduced personnel, full personnel shall be maintained.

Section 3. Uniforms and Protective Clothing. The Employer shall provide to the Town Hall custodian work uniforms to consist of trousers, shirts and jacket, and such other items of protective clothing as are deemed by the Employer to be necessary for the health and safety of the custodian; ownership of all items provided shall remain with the Employer. Work uniform items issued by the Employer shall be worn by the custodian only while in the performance of work for the Employer and while traveling to and from work and home sites. Uniform items shall specifically not be worn in public places during

non-working hours. The Employer shall provide to the Town Hall custodian an annual work shoe allowance of One Hundred Fifty (\$150.00) Dollars payable on or before July 15th of each year. Should it be deemed appropriate, protective work shoes will be provided to "field work" employees, such as inspectors.

Section 4. Upon the successful completion of and receipt of the employee's grade in any course determined by the Town Manager, in his sole discretion, to be related to the duties of the employee's position, the Employer will reimburse the employee only for the tuition of any such course, up to a limit of \$1,000.00 in a single fiscal year, should the employer deem it appropriate. "Successful completion" shall mean a "C" or better in a graded course and a "Pass" in a pass/fail course.

In the sole discretion of the Town Manager, the limit may be extended up to \$2,000 in a single fiscal year. Any exercise of discretion by the Town Manager shall be final and binding and not reviewable under the grievance and arbitration provisions of this agreement. Should an employee voluntarily terminate his employment with the Town within one (1) year of receiving reimbursement under this section, he shall refund to the Town the amount it has paid as tuition reimbursement.



**ARTICLE XX**

**SEVERABILITY**

Should any final decision of any court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

**ARTICLE XXI**

**CHANGES OR AMENDMENTS**

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

**ARTICLE XXII**

**DURATION OF AGREEMENT**

Section 1. The terms and conditions of this Agreement shall be effective as of July 1, 2017 and shall continue in full force and effect through June 30, 2020. Unless otherwise stated herein, nothing contemplated by this Agreement shall be retroactive to a time prior to the date of its execution.

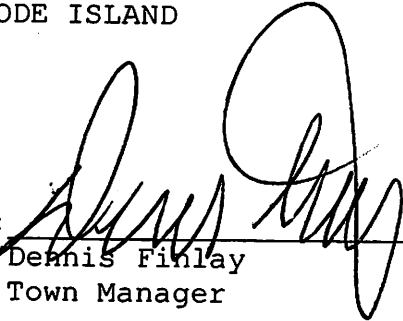
Section 2. The provisions of the preceding section shall not prevent the parties, by written agreement, from extending any portion of this Agreement (after the one hundred twenty (120) days' notice

has been given) for any agreed upon period beyond its expiration date.


TOWN OF SMITHFIELD,  
RHODE ISLAND

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL on behalf  
of Local Union 1217 (Town Hall  
Unit)

By:

  
Dennis Finlay  
Town Manager

By:

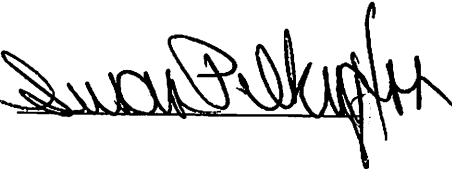
  
Michael F. Sabitoni  
Business Manager

Witnessed by:

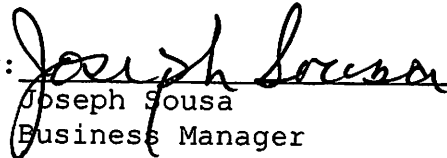
TOWN OF SMITHFIELD

LOCAL UNION 1217

By:



By:

  
Joseph Sousa  
Business Manager

Dated:

7/14/17

Dated:

7/14/17

MEMORANDUM OF AGREEMENT  
ON  
EARLY RETIREMENT INCENTIVE PROGRAM

This Memorandum of Agreement is entered into as of this 1st day of July, 2017 by and between the Town of Smithfield ("Town") and Rhode Island Laborers' District Council on behalf of Public Service Employees' Local Union 1217 of the Laborers' International Union of North America ("Local Union 1217").

WHEREAS during negotiations with the Local Union 1217 for a respective successor collective bargaining agreement (the "CBA") for the period commencing July 1, 2017 through June 30, 2020, the Town discussed offering certain employees an early retirement incentive program (the "ERIP"); and

WHEREAS Town and Local Union 1217 have agreed to the terms and conditions of the ERIP and are now desirous to memorialize their agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally and equitably bound hereby, the Town and Local Union 1217 agree as follows:

- 1) The Town shall offer the ERIP only to eligible employees of Local Union 1217.
- 2) To be eligible to participate in the ERIP, an employee must be at least forty-five (45) years of age by the date that he/she gives the Town notice that he/she plans to retire.
- 3) To be eligible to participate in the ERIP, an employee must have worked for the Town for the requisite number of years indicated in Paragraph 6), below.
- 4) Employee participation in the ERIP is completely voluntary.

- 5) Any eligible employee, who elects to participate in the ERIP, must submit a written application for early retirement to the Human Resources Administrator within 45 days of CBA execution on a form provided by the Town.
- 6) If his/her retirement date is between July 1, 2017 and June 30, 2018, an eligible employee shall receive a single lump sum payment based on his/her years of service on July 1, 2017 as follows:
  - 25 years or more - forty percent (40%) of base salary
  - At least 20 years, but not more than 25 years - twenty-five percent (25%) of base salary
  - At least 15 years, but not more than 20 years - fifteen percent (15%) of base salary
  - Less than 15 years - zero percent (0%) of base salary

to be paid at the time of retirement. The term "base salary" as used herein is the current compensation level which the employee was in effective July 1, 2017, excluding overtime pay, and any and all other forms of compensation under the CBA. It is further expressly understood and agreed that the lump sum payment described herein shall be reduced by all regular and customary payroll deductions and withholdings, including without limitation, state and federal taxes, FICA, Medicare, etc.

- 7) Any eligible employee electing to participate in the ERIP agrees that submission to the Town of a written application to participate in the ERIP shall constitute a notice to voluntarily and irrevocably retire from employment with the Town.
- 8) Local Union 1217, on behalf of each eligible employee electing to participate in the ERIP, agrees that any

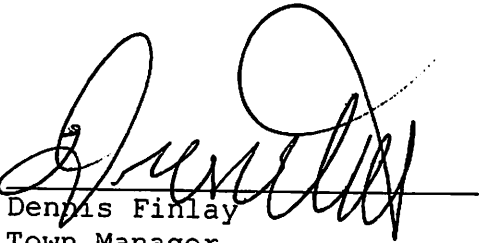
participating employee shall not receive benefits under the Employment Security Act, RIGL 28-42-1 et seq., which benefits are commonly known as "unemployment compensation". Local Union 1217, on behalf of each employee electing to participate in the ERIP, does promise, covenant and agree not to apply for unemployment compensation on or after retirement from the Town, it being understood and agreed that an employee's acceptance of benefits from the Town under the ERIP constitutes voluntarily leaving of employment without good cause, thereby rendering each employee ineligible for unemployment compensation. (*Hill v. Department of Labor and Training, Board of Review*, District Court, Sixth Division, Quirk, District Court Judge, A.A. No. 00-54).

- 9) The ERIP provision and associated Memorandum of Agreement will sunset at the close of business on June 30, 2018.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS \_\_\_th DAY OF JULY, 2017.


TOWN OF SMITHFIELD,  
RHODE ISLAND

By:

  
Dennis Finlay  
Town Manager

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL on behalf  
of Local Union 1217 (Town Hall  
Unit)

By:

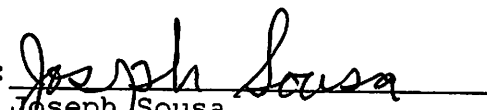
  
Michael F. Sabitoni  
Business Manager

Witnessed by:

TOWN OF SMITHFIELD

LOCAL UNION 1217

By: 

By:   
Joseph Sousa  
Business Manager

Dated: 7/14/17

Dated: 7/14/17

# Physician Provider Certificate

Exhibit A

I, \_\_\_\_\_ a health care provider duly licensed as a  
(Name of Health Care Provider)  
\_\_\_\_\_ to practice in the State of Rhode Island, do hereby certify to a  
(Health Care Provider Licensure)  
a reasonable degree of medical probability that:

I \_\_\_\_\_ examined \_\_\_\_\_ treated \_\_\_\_\_  
(check one or both) (Name of Patient / Town of Smithfield Employee)

on \_\_\_\_\_ .  
(Date/Dates of Examination / Treatment)

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 Smithfield Employee)

from performing his / her regular duties and responsibilities as a

\_\_\_\_\_ for the Town of Smithfield  
(Job Title or Position)

from \_\_\_\_\_ and continuing through \_\_\_\_\_ .  
(Initial Date of Impairment) (Ending Date of Impairment)

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 Smithfield)

\_\_\_\_\_ is fit for full and unrestricted duty unless specifically  
(Name of Patient / Town of Smithfield)  
noted below.

\_\_\_\_\_  
Name of Physician: \_\_\_\_\_  
(Print Full Name)

\_\_\_\_\_  
Signature of Physician: \_\_\_\_\_  
(Sign Here)

\_\_\_\_\_  
Date of Signature: \_\_\_\_\_  
(Enter Date of Signature)