

**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**

**Public Works Employees "et al"**

<u>ARTICLE</u>	<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
PRINCIPLES.....		1
ARTICLE I .....		3
UNION RECOGNITION AND SECURITY .....		3
ARTICLE II .....		4
MANAGEMENT RIGHTS, NO STRIKE, NO LOCKOUT .....		4
ARTICLE III.....		7
HOURS, OVERTIME, OUT OF CLASSIFICATION .....		7
ARTICLE IV .....		12
WAGES AND LONGEVITY SUPPLEMENT .....		12
ARTICLE V .....		14
PAYROLL DEDUCTION OF UNION DUES .....		14
ARTICLE VI .....		14
SENIORITY .....		14
ARTICLE VII .....		16
FILLING OF PROMOTIONAL VACANCIES .....		16
ARTICLE VIII .....		18
HOLIDAYS .....		18
ARTICLE IX .....		19
VACATION LEAVE .....		19
ARTICLE X .....		21
SICK LEAVE .....		21
ARTICLE XI .....		27
LEAVE OF ABSENCE .....		27
ARTICLE XII .....		28
BEREAVEMENT LEAVE .....		28
ARTICLE XIII .....		28
JURY DUTY AND MILITARY LEAVE .....		28

<u>ARTICLE</u>	<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
ARTICLE XIV .....		29
SPECIAL TIME OFF .....		29
ARTICLE XV .....		30
HEALTH AND WELFARE .....		30
ARTICLE XVI .....		36
LIFE INSURANCE .....		36
ARTICLE XVII .....		36
PENSION FUND .....		36
ARTICLE XVIII .....		37
GRIEVANCE AND ARBITRATION PROCEDURES .....		37
ARTICLE XIX .....		39
CLOTHING, SAFETY, BULLETIN BOARDS .....		39
ARTICLE XX .....		41
MISCELLANEOUS .....		41
ARTICLE XXI .....		43
SEVERABILITY.....		43
ARTICLE XXII .....		44
CHANGES OR AMENDMENTS .....		44
ARTICLE XXIII .....		44
DURATION OF AGREEMENT .....		44

## **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 bases 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 or sex, age sexual orientation or other prohibited bases 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. EE-3275 in the classifications limited to those positions listed in Article IV and entitled "Wages".

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 in 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 provision of this agreement shall be applied or construed to limit, impede or abridge any of the Town's obligations under the 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 PERIOD, OVERTIME, OUT OF CLASSIFICATION WORK**

Section 1. The regular work week for all employees covered by this Agreement shall consist of five (5) consecutive days, Monday through Friday. The regular work shift shall commence no earlier than 7:00 a.m., shall be of eight (8) hours duration with one-half (1/2) hour for lunch, and shall end no later than 3:30 p.m.; except, that the Employer may schedule different eight (8) hour shifts in the case of street sweeping periods, for the recreation specialist while working for the Recreation Department, except that at the discretion of the Town Manager, other flexible shifts may be implemented to accommodate demands of the department, enhance its efficiency or to maximize the delivery of services to the public provided, however that the Town Manager shall fulfill the obligation to meet and confer with the Union before implementing any shift change, and provided, further that overtime provisions shall apply for any work in excess of eight (8) hours per day. 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.

Section 2. Overtime. Time and one-half shall be paid in wages for all work in excess of a regular eight (8) hour day or in excess

of the regular forty (40) hour week, for all employees covered by this Agreement. Double time shall be paid for all hours worked on a Sunday.

(a) 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.

(b) An employee called back for work at any time other than at the beginning of a shift he is scheduled to work shall be guaranteed four (4) consecutive hours of work at time and one-half his base rate beginning at the time he so reports, provided, however, that the employee does not leave work (punch out) sick after reporting for said overtime detail, in which case, he shall only be paid for the hours worked. However, if said call back occurs on a Sunday, the employee shall be guaranteed four (4) consecutive hours of work at double time his base rate beginning at the time he so reports, provided, however, that the employee does not leave work (punch out) sick after reporting for said overtime detail, in which case, he/she shall only be paid for the hours worked. This guarantee shall not be applicable to overtime worked consecutively to a scheduled work shift. For call back solely for the purpose of resetting the security

alarm system at the Senior Center, the employee shall paid time and one half for two (2) hours, unless said call back occurs on Sunday, in which case the employee shall be paid double time for two (2) hours.

For call back notifications, all employees shall provide up to two (2) telephone numbers where they can be contacted, one primary and one secondary. The DPW Director or his designee will call the primary and secondary telephone numbers and log all responses.

Two (2) employees will be called back if the DPW Director determines they are needed for safety reasons; provided however, that the DPW Director has sole discretion to determine if only one (1) employee is needed.

(c) 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.

(d) In the event that an employee has discharged sick leave for the regularly scheduled work shift, the employee shall still be eligible for overtime. If an employee refuses the overtime assignment, the hours shall be held against him. In the case of an extended illness, the employee may provide a written note indicating that he is not to be called. This practice is acceptable; however, the hours shall be held against him.

(e) In the event that an employee has discharged vacation or military leave for the regularly scheduled work shift, the employee

shall still be eligible for regular or overtime hours. For regular and overtime hours, employees on vacation or military leave shall be called prior to part-time or seasonal employees. For overtime assignment purposes, employees shall still be called based upon the weekly overtime list. Employees that are on vacation or military leave, and refuse an overtime assignment, shall not have the refusal held against them.

(f) For purposes of the Department's overtime list, military leave shall be treated as vacation leave.

(g) An employee out of work on sick leave or workers comp will be charged for any missed or refused overtime.

(h) On each vacation form, the employee will designate whether the employee will be available for call back while on vacation. If the employee states that he/she will not be available, they will not be charged. If the employee states they will be available and does not respond to the call, he/she will be charged.

(i) Water Department - A stipend of \$25 per pump station will be paid for problems that can be solved by a computer and do not require a site visit during the period from 3:31 p.m. to 7:00 a.m. the next day. A maximum of \$75 will be paid if more than two pump stations are involved. The time involved in correcting the problem must be provided to the Department Director.

Section 3. Compensatory time. Employees may request in lieu of overtime compensation, compensatory time off at a rate not less than

one and one-half hours for each hour of employment for which overtime compensation is required by the Federal Fair Labor Standards Act.

Employees who accumulate compensatory time off may request the use of such compensatory time off, within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operation of the Department of Public Works.

Notwithstanding the foregoing, compensatory time shall be subject to the following conditions: (i) employees may not accrue more than forty (40) hours of compensatory time per calendar year; (ii) employees may not request the use of compensatory time off between June 1 and September 30 of any calendar year; and (iii) employees shall use all accumulated compensatory time off within one (1) year from the date it is accrued or the employer may buy back all or part of the compensatory time at the employee's current regular rate.

Section 4. Should the Employer, by the DPW Director, direct that an employee perform carpentry or auto body repair work, in addition to his other duties, that employee shall receive one dollar and seventy-five cents (\$1.75) per hour in addition to the wages provided in Article IV for all hours of carpentry and auto body repair work performed, when such an assignment is at least two hours in duration, or as otherwise provided and agreed upon.

Section 5. Compensation. Employees covered by this Agreement who are required to work in a higher rated job for four (4) hours or more shall receive the higher rate of pay only if the employee is

qualified to work the position with proper license and experience. Out of classification pay is not paid for sick or vacation time. In the event that an employee starts a work day in a higher rated classification, the employee shall receive the higher pay of that classification for the full day. A separate check will be given to each employee who works fifteen (15) or more hours of overtime in one week.

## **ARTICLE IV**

### **WAGES AND LONGEVITY SUPPLEMENT**

#### **Section 1.**

7/1/2016- 6/30/2017

<b><u>Classification</u></b>	<b><u>Weekly</u></b>	<b><u>Annually</u></b>
Working Lead Person	\$1,076.28	\$55,966.56
Senior Mechanic/Shop Foreman	\$1,076.38	\$55,971.76
General Mechanic/Welder/Painter	\$1,044.89	\$54,334.28
Water Field Observer/Driver/Lead Person	\$1,076.31	\$55,968.12
Water Field Assistant/Driver	\$1,022.01	\$53,144.52
Driver/Equipment Operator	\$967.32	\$50,300.64
Laborer/Driver	\$938.45	\$48,799.40
Recreation Specialist/Laborer Driver	\$938.45	\$48,799.40
Recreation/Senior Center/Laborer	\$938.45	\$48,799.40

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

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

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

Section 2. Probationary Period Wages. 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 one thousand dollars (\$1,000) 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 five (5) working years of continuous employment, the employee shall be paid a longevity supplement of five (5%) percent 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. 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 deductions 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 purposes 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.

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. Definition. A promotional vacancy shall be a vacancy in any position within the bargaining unit.

Section 2. The Employer, in its discretion, may decide to fill promotional vacancies. If such a decision is made, it will be subject to the provisions in Section 3 below.

Section 3. The Employer agrees that first consideration will be given to filling all promotional vacancies from within the department. Notice of a vacancy shall be posted for a period of three (3) working days on the appropriate Town bulletin boards.

(a) Any employee who is interested in filling the vacancy shall apply in writing to the department head within seven (7) working days after said notice has been posted.

(b) The vacancy shall be filled on the basis of qualifications and ability. If ability and dependability are determined to be relatively equal in the discretion of the DPW Director, then seniority shall prevail in delegating a job assignment.

(c) It is further agreed that in the case of positions which are filled by posting, the Employer will discuss with the

proper Union representatives the qualifications of the various applicants for the posted position and will consider seriously the Union's recommendations unless the position is filled by straight seniority.

Section 4. The successful bidder shall have a trial period of thirty (30) days, and if he is not deemed qualified for the position, he shall be restored to his former job and the position shall be rebid.

Section 5. During the period of vacancy, the Employer shall have the right to fill the position on a temporary basis.

Section 6. 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 7. Discharges, when aggrieved, shall be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 8. 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 Public Works Director shall require a physician's certificate or other satisfactory evidence.

New Years Day	Martin Luther King Day
Presidents' Day	RI Independence Day
Memorial Day	Fourth of July
Victory Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	(1) Personal Holiday

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 within 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, the employee shall accrue one hundred twenty (120) hours paid vacation, which may be taken only upon completion of one (1) year of employment.

Any public service employee of the Town may work on all days of his accumulated annual leave and for such work, in addition to his

regular salary; he should be compensated on the basis of his regular salary.

Section 2. Any employee who has been in the employ of the Employer for more than one (1) year in the aggregate shall receive one hundred twenty (120) hours annual vacation leave with pay.

Section 3. Any employee who has completed seven (7) years employment shall be granted one hundred sixty (160) hours annual vacation leave each year with pay.

Section 4. Any employee who has completed twelve (12) years employment shall be granted two hundred (200) hours annual vacation leave each year with pay.

Section 5. Any employee who has completed twenty (20) years employment shall be granted two hundred forty (240) hours annual vacation leave each year 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. Except in emergencies, any employee may elect to take vacation time one or more hours at a time provided at least two (2)

work days advance notice is given to the department head and operating conditions permit. Said request shall not be unreasonably denied.

Section 9. No more than three (3) employees may be granted vacation leave on the same day. For the purpose of this section, vacation leave will be granted to the first three (3) employees who request it, except in exceptional circumstances as determined by the department manager.

## **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 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) Any employee desiring to discharge sick leave for the purpose of a scheduled medical appointment may do so provided, however, at least one work day advance notice is given to the department head except in emergency situations.

(e) Any employee desiring to discharge sick leave shall notify their supervisor on a daily basis prior to the start of their regularly scheduled work shift. Failure to do so shall be considered leave without pay, unless emergency conditions prevent such a call in.

(f) The Union and employees of the bargaining unit acknowledge that regular and predictable attendance are 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 three days of the sick leave accumulation in any contract year may be used 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 within the next six (6) months that such evidence may be required for a future sick leave request. 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. An occupational injury, not to include heart trouble, hypertension, contagious disease or other sickness, arising out of and as a result of employment with the Town shall not be charged against sick leave. 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.

Section 6. In the event that an employee who has been injured in the performance of his duty is unable for a period of twelve (12) consecutive months to perform his regular assignment or a special

duty assignment agreeable to the employee and the director of the department, the Town may place the employee on disability retirement in accordance with the disability provisions of the retirement program existing between the Town and the employee.

Section 7. Any employee who has been placed on disability retirement as a result of injury in the performance of his duties for the Town shall continue to receive all medical and dental benefits afforded by this Agreement for all such retirements on or after July 1, 1981, but provided all of the following conditions are met:

(a) The retiree is not eligible for similar benefits at another place of employment; if such is available, the Town's benefits end immediately. This provision applies at all times throughout the retirement and, once the Town benefits have been discontinued, they shall be resumed only by the Town Manager upon written application by the retiree or eligible survivor.

(b) Continued coverage shall apply to a surviving spouse only so long as he or she is not eligible for similar benefits or Medicare coverage, otherwise or if he or she remains unmarried. Upon remarriage, benefits to the spouse cease immediately.

(c) Continued coverage shall apply to a legal surviving child only until:

(1) Age eighteen (18), if not married or employed and receiving similar benefits at place of employment, or age twenty-one (21) if a full-time student; or

(2) Eligible for similar benefits under any other program.

(d) 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.

(e) The Town expressly reserves the right to seek and to prosecute for return of all costs involved in any case of fraud under the provisions of this section including legal costs and reasonable interest.

Section 8. 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 9. 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 10. 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.**

(a) 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 (1) year, for reasons of personal illness or disability.

(b) 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.

#### **Section 2.**

(a) Upon written request, emergency leave of time as is necessary may be granted to any employee by the Town Manager for any other cause or reason that the Town Manager may deem good and sufficient.

(b) Emergency leave shall not be considered to be any part of sick leave or annual leave.

## **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 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, eight (8) times his average straight-time hourly earnings or his jury duty pay, whichever is greater. The employee will present proof of such service. If the employee receives pay from the Employer for jury duty service days, the employee shall reimburse the Employer by the full sum received for jury service, but not including any transportation allowance.

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 (1) 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 (1) 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.

#### **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 weekly 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 weekly 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. However, 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. 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 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 becomes eligible for Medicare or another federally subsidized health care program. If the health care program provided by another employer of the retiree or his spouse ceases to be provided at any time before the retiree or spouse 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.

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 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) 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 arbitrator 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 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**

### **PROTECTIVE CLOTHING, BULLETIN BOARDS, EMERGENCY**

#### **CONDITIONS, SAFETY, COURSE REIMBURSEMENTS**

Section 1. Uniforms and Protective Clothing. The Employer shall provide for each employee work uniforms to consist of trousers, shirts, a jacket, a winter coat and one pair of coveralls and such other items of protective clothing as are deemed by the Employer to be necessary for the health and safety of the employees; ownership of all items provided shall remain with the Employer. Work uniform items issued by the Employer shall be worn by the Employees 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 for each employee covered by this Agreement, an annual work shoe allowance of One Hundred Fifty (\$150.00) Dollars payable on or before July 15th of each year; provided, however, that payment to new employees shall be made six (6) months after date of hire.

Section 2. Bulletin Boards. The Employer shall provide a space for bulletin boards in conspicuous places to used solely for the posting of Union notices, rules and regulations.

Section 3. Safety. The Employer, the Union and all employees shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices and rules for the protection of employees and the public.

Section 4, Emergency Conditions. Emergency conditions shall be defined as any conditions beyond the control of the Employer or employee which arise and require the Employer to provide services to the community in order to protect the health and safety of citizens of the community. Employees called back during emergency conditions, as defined above, shall receive a one-half-hour break with pay at the conclusion of every six (6) hour period.

Section 5. License Course Reimbursement. Upon the successful completion of any course taken to secure a required license, the employee shall receive a lump sum reimbursement of Ninety-Five (\$95.00) Dollars. Reimbursement shall be deemed to cover the costs of registration and course materials. Reimbursement shall be limited to a maximum of one (1) course per employee per year. The term "required license" shall mean a license or certification required by the Town, State, or Federal governments in order to allow the employee to commence and/or continue working within his bargaining unit specifications.

Section 6. 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. "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**

### **MISCELLANEOUS**

Section 1. Present Benefits. Any and all benefits now in existence and which are not specifically contained herein, but which are contained in the Town's Personnel Ordinance, shall continue to accrue to the employees covered by this Agreement and shall be made a part hereof.

Section 2. Notice of An On-The-Job Injury. It is agreed by the Town that notification will be given within twenty-four (24) hours of alleged injury to have been sustained by any employee arising out of and in the course of his employment. Said notification shall be given to the Union steward.

Section 3.

(a) For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part outside of the jurisdictional area of the Union representing the employees presently performing the work or to any other plan, person or non-unit employees, unless otherwise provided in this Agreement.

(b) The Town may subcontract snow removal or sanding of streets if it does not have the equipment or manpower to perform such duties.

Section 4. The Employer agrees that, in delegating job assignments, the following factors shall be taken into consideration: (1) seniority; (2) ability; and (3) dependability. Ability and dependability being equal, seniority will prevail.

Section 5. In the event any employee covered by this Agreement is sued in any civil proceedings as a result of actions performed by said employee in the scope of his employment as an employee of the Smithfield Department of Public Works, the Town agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceedings.

Section 6. The Union recognizes and agrees that a valid Rhode Island license or certification is required for certain positions such as (but not limited to) the CDL license for truck drivers and the hoisting engineer license. The Town will reimburse employees for the full cost of all licenses required of their positions. It shall be a condition of employment that employees in positions requiring a license or certification maintain them in good standing and immediately notify the Town in any instance when such a license or certification is not in good standing (i.e. lapse, non-renewal, suspension, revocation, etc.)

Section 7. The parties agree that DPW and Park are two separate departments, including for the purposes of the Grievance and Arbitration Procedure.

## **ARTICLE XXI**

### **SEVERABILITY**

Should any final decision of any court of competent jurisdiction affect any practice or provision of this Agreement, 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 XXII**

### **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 XXIII

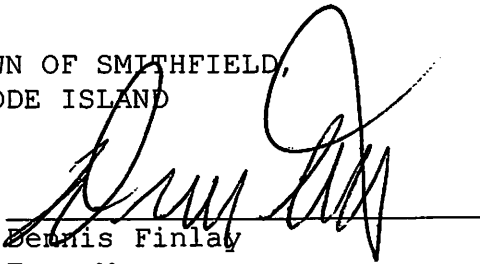
#### DURATION OF AGREEMENT

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.

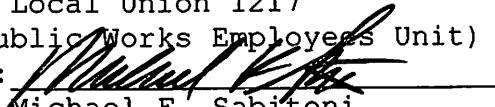
TOWN OF SMITHFIELD,  
RHODE ISLAND

By: \_\_\_\_\_

  
Dennis Finlay  
Town Manager

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL on behalf  
of Local Union 1217  
(Public Works Employees Unit)

By: \_\_\_\_\_

  
Michael F. Sabitoni  
Business Manager


Dated: \_\_\_\_\_

3/14/17

Dated: \_\_\_\_\_

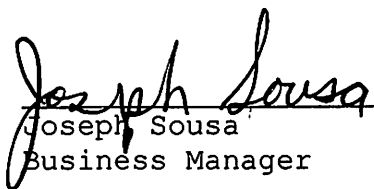
Witnessed by:

TOWN OF SMITHFIELD

By: 

Dated: 7/14/17

LOCAL UNION 1217

By:   
Joseph Sousa  
Business Manager

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.

14 IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS  
th DAY OF JULY, 2017.

TOWN OF SMITHFIELD,  
RHODE ISLAND

By: 

Dennis Finley  
Town Manager

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL on behalf  
of Local Union 1217  
(Public Works Employees Unit)

By: 

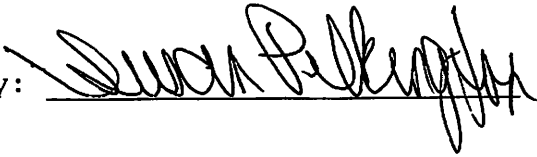
Michael F. Sabitoni  
Business Manager

Dated: 7/14/17

Dated: \_\_\_\_\_


Witnessed by:

TOWN OF SMITHFIELD

By: 

Dated: 7/14/17

LOCAL UNION 1217

By:   
Joseph Sousa  
Business Manager

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)