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, 2024 through June 30, 2027

Police Civilian Employees

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AGREEMENT

THIS AGREEMENT is made and entered into as of the 9th day of July, A.D. 2024 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, 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

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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.

The Town and Union agree to abide by laws prohibiting discrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age, sex, sexual orientation, sexual preference, gender identity, gender expression, or any other prohibited bases of discrimination, whether based on current or hereinafter enacted state and federal non-discrimination law. Use of the pronouns "he", "him" or "his" are intended to be gender neutral and to include male, female and transgendered employees, as well as those individuals identifying as Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Intersex and Asexual and other sexual identities and orientations not covered in the acronym LGBTQIA+).

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 I

UNION RECOGNITION AND SECURITY

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the following 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- 3081 of Civilian Employees of the Smithfield Police Department:

Dispatcher

Executive Secretary

Payroll Administrator

Mechanic

Facility Maintenance/Groundskeeper

Animal Control Warden

Animal Control Assistant

Detective Clerk

Criminal Case Coordinator

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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. Consistent with *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, United States Supreme Court – Decided June 27, 2018, upon written authorization of any employee covered by this Agreement, the Town shall deduct from the employee's salary his Union dues, service charges, or service fees on a bi- weekly basis, and shall remit to the Union the amount deducted, together with a list of the members who have had payments deducted.

Membership dues, service charges, or service fees shall be established in an amount determined by the Union. Under *Janus*, the Union may no longer charge an employee dues, a so-called "agency fee", "service charge" or "service fees" without the employee's affirmative consent. The Union negotiates this Agreement setting forth the terms and conditions of employment of all positions in the bargaining unit. But, the decision whether to join or not join the Union is the employee's. If an employee should decide not to join the Union, said employee's terms and conditions of employment shall be those set forth in this Agreement.

An employee who decides not to join or maintain membership in the Union, may pursue a grievance against the Town and have the grievance heard, without intervention by the Union, provided that the Union is afforded the opportunity to be present at the grievance arbitration hearing, and provided further, that any resolution of the grievance shall not be inconsistent with the terms of this Agreement. The Union shall have no obligation to incur expenses related to a grievance initiated by an employee who has elected not to join or maintain membership in the Union for a period of at least ninety (90) days prior to the events giving rise to the grievance. If an employee who has elected not to join or maintain membership in the Union seeks representation from the Union in the grievance and arbitration provisions of this Agreement, said employee is obligated to pay the Union for reasonable and necessary expenses of the grievance and arbitration process, including without limitation, attorney fees, arbitrator

fees, administrative fees of the American Arbitration Association, stenographic fees and other incidental and related expenses.

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.

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 XVII. No provision 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

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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 XVII.

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

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 IV

UNION ACTIVITIES

Section 1. The Union Negotiating Committee shall consist of no more than one (1) member of the bargaining unit, together with any other persons deemed necessary by the Union.

No more than one (1) member of the Union Negotiating Committee shall be excused from duty with pay for the purposes of participating in negotiating collective bargaining agreements, to a maximum of twenty (20) hours per agreement provided reasonable advance notice is given to the department head.

Section 2. The Union shall furnish the Employer with the name of the steward and shall as soon as practicable notify, in writing, appropriate officials of the Town of any change thereto. The Union may be represented by International Representatives, Representatives of the Rhode Island Laborers' District Council and/or Counsel.

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

Section 4. No more than one (1) designated Union Representative shall be permitted to visit employees on job sites and at department buildings.

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ARTICLE V

SENIORITY

Section 1. Definition. 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.

Seniority shall be acquired by a full-time employee after completion of one hundred eighty (180) days' probationary period, at which time seniority shall be retroactive to the first day of employment.

Section 2. Accumulation. Seniority shall accumulate during absence due to 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. In the event of a reduction in the work force, the most junior employee thus affected may exercise his seniority in his department in any equal or lower rated classification, provided he has the ability to perform the duties of the classification. If he is unable to exercise his seniority within his department, he may exercise his seniority in any equal or lower rated classification in the bargaining unit, provided he has the ability to perform the duties of the classification.

Ability to perform the duties of the classification shall mean the ability to perform the duties of

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the classification after a break-in period of five (5) work days. Similarly, an employee who has been downgraded or laid off as a result of a reduction in forces shall be recalled to his former classification in accordance with his seniority.

Section 5. Part time temporary employees will be laid off prior to any full time permanent bargaining unit members.

ARTICLE VI

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 sole discretion, may decide to fill promotional vacancies. If such a decision is made, it will be subject to the provisions of Section 3 below.

Section 3. The Employer agrees that the 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 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 Police Chief, than seniority shall prevail in delegating a job assignment. 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. In the case when either the mechanic or the custodial maintenance employee is assigned to work both jobs during any day in the absence of the other employee, then said working employee shall be paid the sum of Ten ($10.00) Dollars in addition to regular salary for each day worked.

Section 8. Discharges, when aggrieved, shall be subject to the grievance and arbitration procedure contained in Article XVII.

Section 9. 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.

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ARTICLE VII

SALARIES AND LONGEVITY SUPPLEMENTS

Section 1. Salaries.

SALARIES AND LONGEVITY SUPPLEMENT
7/1/2024 - 6/30/2025

	7/1/2024		1/1/2025	
Classification	**Weekly**	**Annualized**	**Weekly**	**Annualized**
Payroll Administration	1,262.39	65,644.28	1,293.95	67,285.39
Criminal Case Coordinator	1,306.37	67,931.38	1,339.03	69,629.67
Executive Secretary	1,350.23	70,212.09	1,383.99	71,967.39
Detective Clerk	1,209.33	62,884.94	1,239.56	64,457.06
Dispatcher	1,195.82	62,182.45	1,225.71	63,737.01
Mechanic	1,279.64	66,541.32	1,311.63	68,204.85
Facility Maintenance / Groundskeeper	1,124.43	58,470.10	1,152.54	59,931.85
Animal Control Warden	1,336.46	69,495.74	1,369.87	71,233.13
Assistant Animal Control Warden	1,233.82	64,158.81	1,264.67	65,762.78

SALARIES AND LONGEVITY SUPPLEMENT
7/1/2025 - 6/30/2026

	7/1/2025		1/1/2026	
Classification	**Weekly**	**Annualized**	**Weekly**	**Annualized**
Payroll Administration	1,326.30	68,967.52	1,362.77	70,864.13
Criminal Case Coordinator	1,372.51	71,370.41	1,410.25	73,333.10
Executive Secretary	1,418.59	73,766.58	1,457.60	75,795.16
Detective Clerk	1,270.55	66,068.49	1,305.49	67,885.37
Dispatcher	1,256.35	65,330.43	1,290.90	67,127.02
Mechanic	1,344.42	69,909.97	1,381.39	71,832.50
Facility Maintenance / Groundskeeper	1,181.35	61,430.15	1,213.84	63,119.48
Animal Control Warden	1,404.11	73,013.96	1,442.73	75,021.84
Assistant Animal Control Warden	1,296.29	67,406.85	1,331.93	69,260.54

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SALARIES AND LONGEVITY SUPPLEMENT
7/1/2026 - 6/30/2027

	7/1/2026		1/1/2027	
Classification	**Weekly**	**Annualized**	**Weekly**	**Annualized**
Payroll Administration	1,400.25	72,812.89	1,438.75	74,815.25
Criminal Case Coordinator	1,449.03	75,349.76	1,488.88	77,421.87
Executive Secretary	1,497.68	77,879.52	1,538.87	80,021.21
Detective Clerk	1,341.39	69,752.22	1,378.28	71,670.41
Dispatcher	1,326.40	68,973.01	1,362.88	70,869.77
Mechanic	1,419.38	73,807.89	1,458.42	75,837.61
Facility Maintenance / Groundskeeper	1,247.22	64,855.26	1,281.52	66,638.78
Animal Control Warden	1,482.40	77,084.94	1,523.17	79,204.78
Assistant Animal Control Warden	1,368.56	71,165.20	1,406.20	73,122.24

An additional $.65 per hour will be added to the 2nd shift Clerk/Dispatcher's rate.

An additional $.75 per hour will be added to the 3rd shift Clerk/Dispatcher's rate.

Section 2. Salary During Probationary Period. During the six-month probationary period imposed upon a new employee, said probationary employee shall receive pay at the rate of five (5%) percent less than the applicable amount indicated above.

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 continuous employment, the employee shall be paid a longevity supplement of five (5%) of his base salary;

(b) Upon the commencement of his/her seventh (7th) 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. Employees

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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 payroll stubs.

Section 5. Effective July 1, 2024 each bargaining unit member shall receive an annual bonus of $575.00, that the Department receives or retains professional accreditation. Said bonuses shall be paid in the month of July each year, in which case said bonus shall be paid within 30 days after this collective bargaining agreement is executed. Effective July 1, 2025, each bargaining unit member shall receive an annual bonus of $700.00, that the Department receives or retains professional accreditation. Said bonuses shall be paid in the month of July each year, in which case said bonus shall be paid within 30 days after this collective bargaining agreement is executed. Effective July 1, 2026, each bargaining unit member shall receive an annual bonus of $850.00, each year thereafter that the Department receives or retains professional accreditation. Said bonuses shall be paid in the month of July each year, in which case said bonus shall be paid within 30 days after this collective bargaining agreement is executed.

Section 6. Salary Rebalancing Incentive. Employees hired after July 1, 2015, and having completed one (1) year of continuous employment will receive a rebalancing incentive of $500.00 payable on or before July 15th of each year.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1. The regular work week for all employees covered by this Agreement outlined in Article VII, Section 1, shall consist of five (5) consecutive eight (8) hour days, Monday, Tuesday, Wednesday, Thursday, and Friday; 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.

The Clerk Dispatcher may, as a part of his regular work week, be assigned to work on Saturday

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and Sunday, but, if so assigned, the Clerk Dispatcher shall be compensated for overtime only if such work shall be in excess of five (5) consecutive eight (8) hour days.

The Animal Control Assistant may, as part of his regular work week, be assigned to work on Saturday and Sunday; but if so assigned, the Animal Control Assistant shall be compensated for overtime only if such work shall be in excess of five (5) consecutive eight (8) hour days. Hours are to be assigned by the Animal Control Warden or the Town Manager.

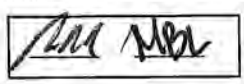
Section 2. Overtime. Time and one-half shall be paid in each of the following instances:

(a) Hourly Basis of Pay. Any regular employee whose pay is established on an hourly basis shall be entitled to and shall be paid overtime pay at the rate of one hundred fifty (150%) percent of the rate of payment established for the particular position which he holds for each full hour or one-half hour of employment in excess of the standard hours of employment worked or credited in any one work week for the purpose of computing overtime.

(b) Daily Basis of Pay. Any regular employee whose pay is established on a daily basis shall be entitled to and shall be paid overtime at the rate of one hundred and fifty (150%) percent of the rate of payment established for the particular position which he/she holds for each full day or part in excess of standard days of employment worked or credited in any one week. Overtime work shall be equally distributed among all employees on the basis of seniority based on the work they customarily or ordinarily perform during that week. A list of eligible employees shall be posted and maintained by the department and steward. Should a dispute arise as to the application of this clause, and upon request, the Employer shall furnish to the Union a record of overtime.

(c) Full time dispatchers shall be permitted to fill in a maximum of three (3) dispatcher vacancies, per work week (Sunday to Saturday.) Full time dispatchers will be paid at an overtime rate of pay, to include applicable shift differentials. The filling of dispatcher vacancies shall be consistent with policy established by the Chief of Police.

Section 3. Any employee covered by this Agreement who is called into work outside of his



regular hours shall be paid at the rate of one hundred fifty (150%) percent of the rate of payment for the particular position which he holds for all such hours worked, and in any event, shall be guaranteed a minimum of four (4) hours of overtime pay.

ARTICLE IX

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 for the Healthmate Coast to Coast plan only.)

b) Effective July 1, 2024, all permanent employees shall be covered by an HSA $2,000/$4,000 deductible, with family coverage (when applicable) or individual coverage. The Town shall fund each employee's HSA account with $4,000 for a family plan or $2,000 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 IX, Section 1(a) above for the remainder of that calendar year, and thereafter shall receive healthcare coverage under this Article IX, Section 1(b).

Active employee spouses will be eligible for healthcare coverage. (If the spouse is age 65 or

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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 IX, 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 an annual maximum of $1,800, an 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. Effective 7/1/2024, all employees will pay a $30.00 weekly ($1,560.00 annually) co-share for single coverage and a $52.00 weekly ($2,704.00 annually) co-share for family coverage, through weekly payroll deductions toward the premiums for the coverage provided in section 1, 2, and 3.

Effective 7/1/2025, all employees will pay a $38.00 weekly ($1,976.00 annually) co-share for single coverage and a $58.00 weekly ($3,016.00 annually) co-share for family coverage, through weekly payroll deductions toward the premiums for the coverage provided in section 1, 2, and 3.

Effective 7/1/2026, all employees will pay a $47.12 weekly ($2,450.24 annually) co-share for single coverage and a $62.50 weekly ($3,250 annually) co-share for family coverage, through weekly payroll deductions toward the premiums for the coverage provided in section 1, 2, and 3.

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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

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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 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 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.

Section 8. Other Post-Employment Benefits (OPEB) Contribution. Effective July 1, 2024, each employee hired prior to 7/1/2015, shall contribute one point two, five percent (1.25%) of their annual salary (Article IV, Section 1) through weekly payroll deductions and shall include longevity and holiday payments. Funds are to be deposited monthly into the Town's OPEB Trust Fund. The Employee's contribution shall be "pre-tax" pursuant to the Internal Revenue Code. Except for those employees hired prior to 7/1/2015 and have reached age 65, who will continue to contribute one percent (1%) of their annual salary (Article IV, Section 1) through weekly payroll deductions and shall include longevity and holiday payments.

Effective July 1, 2026, each employee hired prior to 7/1/2015, shall contribute one and a half percent (1.50%) of their annual salary (Article IV, Section 1) through weekly payroll deductions and shall include longevity and holiday payments. Funds are to be deposited monthly into the Town's OPEB Trust Fund. The Employee's contribution shall be "pre-tax" pursuant to the Internal Revenue Code. Except for those employees hired prior to 7/1/2015 and have reached age 65, who will continue to contribute one

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percent (1%) of their annual salary (Article IV, Section 1) through weekly payroll deductions and shall include longevity and holiday payments.

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

Section 9. 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 X

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 Chief of Police shall require a physician's certificate or other satisfactory illness.

New Year's Day	Martin Luther King Day
President's Day	Juneteenth
Memorial Day	Fourth of July
Victory Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	(1 ½) Personal Holiday

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Should an employee be required to work Easter Sunday as a portion of his regular weekly work schedule, then said employee shall be paid in accordance with Section 4, below.

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 (eight hours in the case of hourly paid employees).

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 on such day. Any Dispatcher called to work on Christmas or New Year's Days shall be paid two (2) times his regular rate of pay.

ARTICLE XI

VACATION LEAVE

Section 1. Vacation leave assignments shall be made in a fair and equitable manner. Each employee shall be allowed to take up to two (2) consecutive weeks i.e., eighty (80) hours for forty (40) hour employees of vacation at some time during the calendar year. The time of said vacation shall be with the approval of the appointing authority or his / her designee and shall not be unreasonably withheld. Appointing authorities shall assign vacation leave with justice and equity and once assigned, such leave shall be posted by the Town. Approval of such request may not be rescinded except by mutual agreement of the parties. Should a question arise between the employees as to when their vacation will be taken, the senior employee shall have preference. This provision shall not apply to

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vacation requests which have previously been approved during the calendar year for the current calendar year.

Any employee who has been in the continuous employ of the Employer for one (1) year shall be entitled to one hundred twenty (120) hours vacation with pay. Except as modified below, such annual vacation entitlement shall continue starting with the second year of employment, earned at the rate of ten (10) hours per month employed. If an Employee fails to complete the first year of continuous employment criteria, there shall be no entitlement to vacation time nor payment therefor.

Section 2. Any employee, who has completed seven (7) years of employment, shall receive one hundred sixty (160) hours of annual vacation leave with pay commencing with date of employment.

Section 3. Any employee who has completed twelve (12) years of employment shall receive two hundred (200) hours annual vacation leave each year with pay commencing with date of employment.

Section 4. Any employee who has completed twenty (20) years of employment shall receive two hundred forty (240) hours annual vacation leave each year with pay commencing with date of employment.

Section 5. Employees covered by this Agreement shall be allowed to accumulate vacation leave up to thirty (30) days. Any vacation days earned in excess of the thirty (30) day accumulation limit must be used in the fiscal year in which earned.

Section 6. Upon the death of an employee covered by this Agreement, accumulated but unused vacation leave shall be paid to the employee's designated beneficiary or to the deceased's estate in the event no beneficiary has been designated.

Section 7. Any Employee 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. Vacation leave may be taken in hourly increments provided an advanced written

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request is submitted to the department manager and 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 purposes 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 XII

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 family within the household of the employee, whose illness requires the care of such employee; provided, that not more than seven (7) working days with pay shall be granted to employees for this purpose in any one calendar year. 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) Enforced quarantine when established and declared by the 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 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.

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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) Employees may accrue annual sick leave of fifteen (15) days per year. Employees may accumulate sick leave days.

(c) Any employee who contracts a serious illness may be granted, in the discretion of the Town Manager, a further leave not to exceed thirty (30) days in addition to his accumulated sick leave as of the date such illness occurs. Sick leave shall not accumulate during such extension.

Section 3. The department head may require a physician's certificate or other satisfactory evidence in support of any request for sick leave, provided, the employee affected has been told on the occasion of his last prior absence for sickness within the next six months 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 on one hundred twenty (120) days.

Section 5. An occupational injury, not to include heart trouble or hypertension, 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.

Employees are responsible for their healthcare co-share, pension contributions, union dues and any private deductions while out on a work-related injury.

Section 6. Disability Retirement. 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, 1982, but provided all of the following conditions are met:

(1) 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 Town benefits have been discontinued, they shall be resumed only by the Town Manager upon written application by the retiree or eligible survivor.

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

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

(a) Age eighteen (18), if not married, or employed and receiving similar benefits at place of employment, or age 25 if full-time student, or

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

(4) 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

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coverage until age 65.

(5) 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 7. Emergency Leave. Emergency leave, up to three (3) consecutive days, may be granted for such reasons as the Chief of Police (or, in the case of Animal Control Warden, the Town Manager) may deem prudent and necessary.

Section 8. Any employee taking leave of absence without pay shall cease to accrue sick leave entitlements 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 XIII

MATERNITY /ADOPTION LEAVE

Section 1. Maternity/adoption leave shall be defined as leave without pay for the purpose of child raising and shall be made available to all employees, male or female, covered by this agreement. Such leave shall be granted for a total period of six (6) months and will include the provisions stipulated by the Family Medical Leave Act.

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ARTICLE XIV

BEREAVEMENT LEAVE

Section 1. In the event of death in the employee's family, the employee shall be entitled to bereavement leave with full pay for three (3) per death days not chargeable to the employee's sick leave accumulation. If more than three (3) days of bereavement leave are needed, such additional time must be charged to the employee's leave. Any family members include: husband, wife, child (including foster child,) mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, and any other family relative residing in the employee's household.

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

ARTICLE XV

MISCELLANEOUS

Section 1. Uniforms/Uniform Allowance. All employees that are required to wear a uniform shall bring in for approval, by the Chief of Police or his / her designee, uniform items in need of replacement. Upon approval, the Town shall purchase and provide the approved uniform item to the employee. The Town shall not spend more than $350.00 per year per employee for replacement of uniform items. The employees covered by this Agreement shall be required, during working hours, to wear a uniform as may be required by the Chief of the Smithfield Police Department. The Employer shall provide for the Mechanic, Animal Control Warden, Animal Control Assistant, and Facility Maintenance/Groundskeeper, an annual work shoe allowance of Two Hundred ($200.00) 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 Board. The Employer shall provide a bulletin board in a conspicuous place

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to be used solely for the posting of union notices, rules and regulations. Said board shall not exceed an area of nine (9) square feet.

Section 3. Life Insurance. The Employer will provide, furnish and entirely pay the full premium for Fifty Thousand ($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.

Section 4. Any civilian employee of the Town of Smithfield Police Department may work on all days of his accumulative annual leave and for such work, in addition to his regular salary, he shall be compensated on the basis of his regular salary.

Section 5. In the event any employee covered by this Agreement is sued in any civil proceedings as a result of an action performed by said employee in the scope of his employment as a civilian employee of the Smithfield Police Department, 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. Upon the successful completion of and receipt of the employees grade in any course determined by the Chief of Police, in his sole discretion, to be job related, the Employer shall reimburse the employee only for the tuition of said course up to an annual limit of $1,000.00. "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 paid as tuition reimbursement.

Section 7. The Employer shall reimburse the Animal Control Warden and Animal Control Assistant for expenses incurred in undergoing rabies and tetanus immunizations.

Section 8. Dispatchers will have the right to bid on shifts by seniority each July 1st. The chief may deny bid for any overriding consideration regarding public safety and proficiency.

ARTICLE XVI

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 Employee' 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 XVII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievances. 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.

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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 ten (10) working days.

Section 3. Grievance Procedure. Notwithstanding those steps outlined in Article XVII, Section 2, of this Agreement between the parties, said steps may be waived by agreement in writing signed by authorized representatives of the parties of this Agreement which waiver will permit prompt submission to arbitration, thus promoting the welfare of both parties of this Agreement.

Section 4. 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.

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.

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, or else, it shall be deemed to have been waived.

Arbitrator's Authority and Jurisdiction.

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The authority and jurisdiction of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any salary rate or compensation structure. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue an award which: (a) is violative or inconsistent with any of the terms of this Agreement or applicable law; (b) exceeds his jurisdiction and authority under law and this Agreement; (c) involves any matter which by law or under the terms of this Agreement, is within the exclusive authority or prerogative of the Town; or (d) involves any matter wherein the Town's decision is final and binding under either the terms of this Agreement or by applicable law

ARTICLE XVIII

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 and his jury duty stipend. The employee will present proof of such service.

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,

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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 and 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 XIX

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 XX

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 thereto.

ARTICLE XXI

SEVERABILITY

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

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ARTICLE XXII

DURATION OF AGREEMENT

Section 1. The provisions of this Agreement shall remain in effect from July 1, 2024 through June 30, 2027. 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) day notice has been given) for any agreed upon period beyond its expiration date.

TOWN OF SMITHFIELD,
RHODE ISLAND

By: _____
Randy R. Rossi
Town Manager

RHODE ISLAND LABORERS'
DISTRICT COUNCIL on behalf
of Local Union 1217 (Police Civilian Unit)

By: _____
Arthur Jordan
Business Manager

Witnessed by:

TOWN OF SMITHFIELD

By: _____
DONNA CORRATO

Dated: 08/21/24

LOCAL UNION 1217

By: _____
Michael B. Labsan
Business Manager

Dated: 8/21/24

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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)