
AGREEMENT

Between the

TOWN OF FOSTER, RHODE ISLAND

and the

RHODE ISLAND LABORERS' DISTRICT COUNCIL

on behalf of

LOCAL UNION 1322

Affiliate of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFL-CIO

Effective: July 1, 2016 through June 30, 2019



Public Works Employees And
Town Hall Clerk/Typists

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THIS AGREEMENT is made and entered into on this 1st day of July, 2016 A.D., by and between the **TOWN OF FOSTER, RHODE ISLAND** hereinafter referred to as the "Employer", and the **RHODE ISLAND LABORERS' DISTRICT COUNCIL** on behalf of **LOCAL UNION 1322** of the Laborers' International Union of North America, AFL-CIO, Providence, Rhode Island, hereinafter referred to as the "Union". All parties agree that this Agreement and its term will be effective for the period from July 1, 2016 through and including June 30, 2019.

PRINCIPLES

THIS AGREEMENT is entered into to facilitate the adjustment of grievances and disputes between the Employer and Employees to provide, insofar as possible, for the continuous employment of labor and to establish necessary 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 Union.

There shall be no discrimination against any Employee by reason of race, color, creed, sex or Union Membership, or non-membership in the Union.

No Employee covered by this Agreement shall be discharged, laid off, demoted, suspended, transferred or affected in any way because of his/her political beliefs or activities unless such activities are illegal or interfere with the normal and orderly work hours of the Town of Foster. It being understood that political activities are not to be carried on during regular work hours.

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ARTICLE I

Union Recognition and Union 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 State Labor Relations Act of 1941, as amended, and so certified after election conducted by the Rhode Island State Labor Relations Board in Case Number EE-3357 in the classifications limited to those positions listed in **ARTICLE III** and entitled "Wages".

The Employer agrees to notify both the Business Manager of the Rhode Island Laborers' District Council and the Local 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 entered into 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.

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ARTICLE II

Hours of Work and Overtime

Section 1. The regular work week for the Department of Public Works employees covered by this Agreement shall consist of five (5) consecutive days. The regular hours of operation for the Department of Public Works Employees will be 7:00 AM to 3:30 PM with one half (1/2) hour unpaid lunch break; except in the case of:

1. Custodial work where one assigned laborer may work the hours of 6:30 AM to 3:00 PM. This assignment will be bid out by seniority.
2. Street sweeping periods, provided, further, that overtime provisions shall apply.
3. Beginning July 1st through October 1st, the workday may operate from 6 a.m. – 2:30 p. m. to accommodate weather restrictions such as extreme heat or operational responsibilities such as road work. The Town shall notify Employees 5 days prior to implementing any change of hours.

The regular work week for the Town Hall employees covered by this agreement shall consist of thirty-five (35) hours. The Town of Foster shall govern the days of the week, the number of hours per day, which employees will be required to work, and the number of hours per week the employee will be required to work. The Town Clerk, in conjunction with the Town Council, will establish work weeks to provide adequate service to the townspeople of Foster. **NOTE:** Hours, benefits, and etc. for part-time Town Hall Clerk/Typists are governed by the Memorandum of Agreement dated 10/2015 which is an addendum to this contract.

4. **Coffee Breaks:** Department of Public Works: Employees shall be granted two (2) (15) minute breaks, one from 9:30AM-9:45AM and one from 2:00PM-2:15PM each work day.
5. Town Hall employees shall be granted two (2) fifteen minute breaks per shift, one in the morning to be taken after working at least two (2) hours into a shift, and one in the afternoon.

Section 2. Overtime.

Time and one-half shall be paid in wages for the first four (4) hours of all work in excess of a regular eight (8) hour day, for all employees covered by this Agreement. All overtime in excess of four (4) hours in the same shift shall be paid at the rate of double time.

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- 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. The Union Steward will be responsible for maintaining the information on overtime hours worked in order to distribute the overtime in a fair and equitable manner.
- b) If any Employee fails to report when he/she has agreed to work overtime or refuses an overtime assignment without a satisfactory reason, he/she shall be passed over for the next assignment and charged for the overtime for distribution purposes only.
- c) For the purposes of computing overtime, holidays and vacation time occurring during the employee's regularly scheduled work week are to be considered hours worked. For the purpose of this Section, the Employer shall keep an accurate record of all holidays and vacation time accrued and subsequently used by the employee, and should a dispute arise during the 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.
- d) An Employee called back for work at any time other than at the beginning of a shift he/she is scheduled to work shall be guaranteed three (3) consecutive hours of work at time and one-half his/her base rate of pay beginning at the time he/she so reports. Employees working during emergency conditions shall receive a one half (1/2) hour break at the conclusion of every six (6) hour period.

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ARTICLE III

Wages

Section 1. The wages are as set forth below for Employees covered by this Agreement.

(a) Regular Wages

<u>Position</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
Foreman	21.84	22.49	23.17
Mechanic	21.24	21.88	22.53
Driver/Operator/Laborer	20.92	21.55	22.19
Building & Grounds Maintenance	20.92	21.55	22.19
Clerk/Typist 1, 2 & 3	19.52	20.10	20.71

(b) Incentive Pay Premiums: Employees will pay for licenses or renewal of licenses, or reimburse the Town if the State requires that the Town pay for the license initially. Any other licenses required by the Town that Employees do not receive premiums shall be paid for by the Town.

CDL License (obtained and maintained)	0.50 per hour
Hoister's License	0.30 per hour
Class A License	0.10 per hour
Automotive Service Excellence Certification (ASE) Maximum of 10	0.10 per hour

Section 2. Payroll. Regular time and overtime, along with all deductions, shall be itemized on the Employee's paycheck stubs.

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Section 3. Each employee in the bargaining unit shall be issued a copy of his/her job description upon hire and whenever said job description is amended.

Section 4. New Hirees: This schedule applies to employees hired after July 1, 2013.

Classification	Wage during 1st 3 month probationary period	Wage during 2nd 3 month probationary period	Wage after probationary period
Dept. Public Works	80% of full rate	90% of full rate	Full rate as noted in Article III, section 1
Town Hall employees	80% of full rate	90% of full rate	Full rate as noted in Article III, section 1

Section 5. Longevity. Longevity will be granted as follows:

YEARS OF SERVICE	LONGEVITY
5 to 10 years	4.5%
11 to 15 years	5.5%
16 to 20 years	6.5%
21 years or over	7.5%

Payment will be made on the payday following the anniversary date of hire.

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ARTICLE IV

Payroll Deduction of Union Dues

Section 1. The Employer agrees to deduct from the wages of each employee, who has authorized the Employer in writing to do so, such initiation fees and monthly dues as the Union shall designate. Such deduction shall be made in the same weekly pay period of each month and shall be remitted monthly to the Secretary/Treasurer of Local Union 1322.

Section 2. Checkoff. Upon receipt of a signed authorization from an employee, the regular monthly dues of the Union shall be deducted from such employee's pay. The Secretary-Treasurer of the Union shall notify the Department of Finance by certified mail of the amount of uniform dues to be deducted.

Section 3. Indemnification. The Union shall indemnify the Town and any Department of the Town and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Town or any Department of the Town for the purpose of complying with the provisions of this Article.

Section 4. The Union agrees that it shall notify the Town at least thirty (30) calendar days in advance of any change in the amount of Union dues to be deducted.

ARTICLE V

Seniority

Section 1. Definition: Seniority shall be defined as the total length of continuous full-time service with the Employer. Seniority shall be defined as the length of service within the Public Works Department and the Town Hall for the purpose of applying for and filling promotional vacancies.

- a) Seniority shall be acquired by a full-time employee after completion of six (6) month probationary period, at which time seniority shall be retroactive to the first day of employment.
- b) New Employees shall remain probationary until after completion of six (6) months of continuous service from the date of hire. Upon completion of said period, such employees shall enjoy seniority status from the date of hire. Employees shall have no seniority rights during this probationary period. Their employment may be terminated at any time during the

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probationary period at the sole discretion of the Employer and neither the reason for nor the disciplinary action, discharge, layoff, or dismissal may be subject to the grievance or arbitration procedures provided for in this Agreement.

Section 2. Accumulation. Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave with pay. Seniority shall not accumulate but shall be retained during any authorized leave of absence without pay.

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

- a) When an employee has been discharged for just cause;
- b) When an employee voluntarily terminates his/her 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) For employees hired prior to July 1, 2013: When an employee is laid off in excess of eighteen (18) consecutive months.
- g) **For employees hired after July 1, 2013:** When an employee is laid off in excess of twelve (12) consecutive months.

Section 4. Reductions in Work Force.

- a) The Town in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, Employees will be laid off in the following order:
 - b) Probationary employees; and
 - c) In the event of further reductions in force, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available without further training. When two or more employees have equal experience, skill, ability, and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.
 - d) **For employees hired prior to July 1, 2013:** Employees who are laid off shall be placed on a recall list for a period of eighteen months. If there is a recall, employees who are still on the

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recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

- e) **For employees hired after July 1, 2013:** Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.
- f) If an employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available, if an employee is recalled to a lower rated job classification.
- g) Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. An Employee must notify the Town of his/her intention to return within said fourteen (14) calendar day period. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Town Administration with his/her latest mailing address.

Section 5: Temporary Employees: The Town, at its discretion, shall determine whether the workforce is adequate in instances of extended absences of employee(s). If the work-force is deemed inadequate, the Town shall have the right to fill vacancies with temporary employees provided by the Union, provided that no member of this agreement is available to fill such vacancies and temporary employment is for less than six (6) months the Town agrees to use the Union as a source for temporary employees.

ARTICLE VI

Filling of Promotional Vacancies

Section 1. Definition. For the purposes of this Article, a permanent vacancy is created when the Town determines to increase the work force and/or to fill bargaining unit positions.

Section 2. The Employer agrees to fill all promotional vacancies subject to the provisions in 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. Where qualifications and ability are equal, seniority shall be considered by the Employer.
- (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 an employee is not deemed qualified for the position, the employee shall be restored to their 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 the employee's own rate of pay, they will receive the higher rate. If the employee is transferred to a lower-rated job, the employee shall retain his/her higher rate.

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Section 7. Discharges when aggrieved shall be subject to the Grievance and Arbitration procedure set forth in this Agreement.

ARTICLE VII

Holidays

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

New Year's Eve (1/2) day (DPW only)	Labor Day
New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving (DPW only)
Fourth of July	Christmas Eve (1/2 day) (DPW only)
Victory Day	Christmas Eve (Full day – TH clerks)
	Christmas

(4) Personal Leave Days

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/her 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.

(a) If the holiday should fall during an employee's vacation, or a scheduled day off, the employee shall receive an additional day off with pay for such holiday.

(b) Should an employee be required to work on any of the paid holidays, an employee shall receive overtime stated in the contract under Article II, Section II.

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(c) In order to be eligible for holiday pay, an employee must be on the job and available for work their last scheduled workday before, and their first scheduled workday after the holiday, except in the cases of an authorized day(s) of absence. Such authorization shall not be unnecessarily denied.

(d) When any of the holidays listed in Section 1 falls on a Saturday, the employees shall have the Friday immediately preceding the holiday as a day off with pay. When any of the holidays listed in Section 1 falls on a Sunday, the Monday immediately following said holiday shall be a day off with pay.

ARTICLE VIII

Vacation Leave

Vacation and Personal time will be awarded at the beginning of the fiscal year.

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 five (5) working days paid vacation, which may be taken only upon completion of one (1) year of employment.

Section 2. Any employee who has been in the employ of the Employer for more than two (2) years in the aggregate shall receive ten (10) days of annual vacation with pay, awarded at the beginning of the fiscal year.

Section 3. Any employee who has completed five (5) years employment shall be granted fifteen (15) days of annual vacation leave each year with pay, awarded at the beginning of the fiscal year.

Section 4. Any employee who has completed fifteen (15) years employment shall be granted twenty (20) days of annual vacation leave each year with pay, awarded at the beginning of the fiscal year.

Section 5. Any Employee hired prior to July 1, 2013 and who has completed twenty (20) years employment shall be granted twenty-five (25) days of annual vacation leave each year with pay, awarded at the beginning of the fiscal year.

Section 6. Any Employee hired after July 1, 2013 and who has completed twenty (20) years employment shall be granted twenty (20) days of annual vacation leave each year with pay, awarded at the beginning of the fiscal year.

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Section 7. Unused vacation time may be accumulated up to a total of fifteen (15) working days. Any vacation days in excess of the fifteen (15) days must be taken during the calendar year during which they are earned.

Section 8. 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.

Section 9. Any employee may elect to take vacation time one or more days at a time, provided operating conditions permit, and at least five (5) work days advance notice, except in emergencies, has been given.

Section 10. Seniority shall be the determining factor by department in the selection of vacation leave where one or more employee requests the same time, and the selection will be made without regard to the classification of the employee.

Section 11. Vacation time shall be scheduled with the permission of the Director of Public Works for the Department of Public Works employees and the Town Clerk for the Town Hall employees and shall not be unreasonably withheld when consistent with continued efficient operations.

ARTICLE IX

Sick Leave

Section 1. All members of the bargaining unit, employed continuously by the Town for at least six (6) months, shall be entitled to sick leave with pay. Sick leave shall be granted for the following reasons:

(a) Personal illness or physical incapacity to such an extent that the employee is unable to perform the duties of his or her position.

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

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(c) Attendance upon immediate members of the family within the household of the employee whose illness requires the care of such employee, provided that not more than thirty-five (35) hours per year with pay, shall be granted to employees for this purpose in any one fiscal year. This time may be used in one (1) hour increments, as necessary.

Section 2. Sick Leave with full pay for the members of this bargaining unit shall be computed at the rate of one and one-half (1-1/2) working days per month, with an annual accumulation of eighteen (18) days.

Section 3. Notification of intent to take a sick day must be provided to the Director or Town Clerk at the time of need to include type of illness and expected duration of illness. For any period in excess of two (2) consecutive work days, a physician's note may be required. The Director may, at their option, in the case of illnesses exceeding three (3) consecutive working days, require the worker to be examined by a physician of the Town's choosing; the cost of said examination to be paid by the Town of Foster.

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

Section 5. Any employee returning from Sick Leave or Injury Leave may, at the option of the Town, be required to undergo a physical examination, at the expense of the Town, by a doctor chosen by the Town, as proof of such employee's fitness for work.

Section 6. All employees may accumulate up to seventy (70) days of unused sick time.

Section 7. Any Employee who retires after at least ten (10) years of service with the Town shall be eligible to receive twenty-five (25%) percent of their accumulated sick leave pay.

Section 8. All Employees of the Town shall continue to be covered by Rhode Island State Temporary Disability Insurance.

Section 9. In the event that an employee is too sick or injured to report to work for the Town, there is a non-rebuttable presumption that such employee is also too sick or injured to work at any other part- or full-time job while receiving sick time compensation from the Town. Violation of this provision may

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be sufficient grounds for the Town to terminate the employment of such employee. In addition, any employee that is too sick or injured to report to work for the Town on any particular day, will be ineligible to be called in for overtime during that day.

Section 10. Employees of this bargaining unit will be allowed to voluntarily donate a portion of their accrued sick time, up to a maximum of five (5) days per year, to an Employee on long-term illness who has exhausted all of their paid time.

ARTICLE X

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 (1) year, for reason of physical incapacity or disability or for personal reasons which will be stated and provided to the Town Council in writing.

Section 2. All leaves of absence without pay are to be requested from the Town in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Town within thirty (30) days.

Section 3. Leaves of absence without pay may be granted for personal reasons for periods not to exceed twelve (12) calendar months. To insure uniformity of practices, all requests shall be in writing and shall be approved by the Town Council in accordance with the current policy and the particular circumstances, such as the nature of the request, current work load, etc., at the time of the request.

Section 4. All applications will state the reasons and conditions supporting the request and will be signed by the employee shall be initiated through the employee's Department Head in sufficient time to allow the Town to review and make the proper disposition of the request and to complete any necessary actions.

Section 5. At the expiration of any leave of absence, the employee shall be returned to the position from which an employee is on leave, if said position still exists, or, any other vacancy exists which the Employee may be qualified, provided at least two (2) weeks written notice has been given by the employee.

ARTICLE XI

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, 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 three (3) days.

- a) All employees of the bargaining unit shall be allowed leave, without loss of pay, because of the death of a spouse, provided that, in such cases, the leave shall not exceed more than five (5) days.
- b) All employees of the bargaining unit shall be allowed to use personal and/or vacation days to extend their time off in association with bereavement leave. Personal and/or vacation days may be granted in the case of the death of a relative or other person not specifically mentioned in the foregoing lists.

ARTICLE XII

Jury Duty and Military Leave

Section 1. Regular full-time employees shall be granted leaves of absence for jury duty requiring presence at court or if subpoenaed to appear before a court or government commission. Such employee shall receive that portion of their regular salary which will, together with either their jury duty fees or their subpoena fees, equal their total salary for the same period.

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/her regular salary paid by the Town and the compensation paid by either the State or Federal Government, if less, during the performance of his/her military service in any one fiscal year.

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ARTICLE XIII

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 possible, notify said appropriate Town officials in writing of any changes thereto. Only those who are officers and stewards, not to exceed two (2) employees, shall be recognized by the Employer for the purpose of meetings.
- (b) The Union may also be represented by Representatives of Local Union 1322, 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.

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ARTICLE XIV

Health Insurance

Section 1.

- (a) Employees covered by this agreement shall receive Blue Cross/Blue Shield (individual or family coverage) Delta Dental or plans having equal or better benefits as negotiated for the Town of Foster by the West Bay Collaborative.
- (b) The co-pays for Health Insurance are as set forth below for Employees covered by this Agreement.
- Effective July 1, 2016, Co-pay for Health and Dental Insurance shall be 14% of cost of medical to the Town of Foster at that time.
- Effective July 1, 2017, Co-pay for Health and Dental Insurance shall be 16% of cost of medical to the Town of Foster at that time.
- Effective July 1, 2018, Co-pay for Health and Dental Insurance shall be 18% of cost of medical to the Town of Foster at that time.
- (c) The Employer agrees to pay Forty (40%) percent of individual health benefits until employee is eligible for Medicare or for the equivalent or better benefits under new employment with the minimum age of retirement to be 58 years old.
- (d) Delta Dental. Employees covered by this Agreement shall receive Delta Dental Level IV individual or family coverage paid by the Employer.
- (e) Vision Care. Employees covered by this Agreement shall receive the Vision Care Rider (individual or family coverage) as covered under the Blue Cross Blue Shield 100 Plan or Healthmate Coast to Coast Plan, with the full cost to be borne by the Town of Foster.
- (f) Insurance. The Employer shall provide each member of the bargaining unit with Life Insurance coverage in the amount of \$10,000.00. Said coverage shall terminate upon retirement, but the employee, at his or her own cost, shall be permitted to convert the policy to a policy owned by the employee if such conversion is permitted by the insurance company.
- (g) Buy Back: Upon presentation of proof of alternative health care coverage pursuant to a non-Employer paid plan, employees under this agreement may choose not to be covered under the Employer's group health insurance policies. Eligible employees enrolled in a family plan making this choice shall receive five thousand dollars (\$ 5,000.00) buy back of the medical cost of the

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Town's family plan. Buy back payment to the employee shall be paid by the Town in two (2) installments, one to be paid on December 31st and the second installment to be paid on June 30th.

ARTICLE XV

Pension

Section 1. Pension. The Town of Foster agrees to maintain coverage in the Rhode Island Municipal Employees Retirement System for all employees covered by this Agreement.

- a) Said contributions shall be paid to such Fund not later than the twentieth (20th) of each month and every month for the hours worked by said employees up to the end of the last completed payroll period for the preceding calendar month.
- b) It is agreed and understood that the benefits provided by this Fund may not be used to reimburse, supplement or pay in any way in whole or in part for any action brought by a member of this Plan against the Town, its officers or its employees. Further, it is agreed and understood that such benefits may not be used on behalf of an employee in any matter in which the Town, its officers or employees are parties.

Section 2. Laborers' International Union Of North America National (Industrial) Pension Fund.

Prior to the implementation of any across-the-board base pay increase negotiated on behalf of all employees represented by this agreement, acting by and through the Rhode Island Laborers' District Council on behalf of Local Union 1322, may, on behalf of all its members within the bargaining unit, accept all or a portion of such increase in base pay, and assign the remainder of such increase in base pay, expressed as cents per hour, to the Laborers' International Union of North America National (Industrial) Pension Fund. The amount of any such assignment to the Fund shall be uniform for all members based upon a majority vote of said members covered by this agreement.

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund and;

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

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Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedules and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. The Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supercede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund of Sixty-Six Cents (\$ 0.66) per hour shall be increased by 10% to the rate of Seventy-Three Cents (\$ 0.73) per hour effective December 1, 2016. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the nearest penny) with said increase(s) to be an assignment of employee's wages, as follows:
 - December 1, 2017: Eighty-One Cents (\$0.81).
 - December 1, 2018: Ninety Cents (\$0.90).
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension's Fund current plan of benefits for the group will remain unchanged with the following exceptions:
 - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
 - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$ 5,000 or less and for the Fund's \$5,000 death benefit.
 - (c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
4. The Plan as a whole is deemed to be a part of the Preferred Schedule.

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Said sums shall be paid into the Fund not later than the twentieth (20th) day of each month, up to and including last complete payroll period of the preceding calendar month.

ARTICLE XVI

Grievance and Arbitration Procedure

Section 1. Grievance. It is mutually understood and agreed that all grievances of employees or the Employer arising out of the provisions of this contract shall be dealt with as provided for in this Article.

For the purposes of this Article, a grievance is defined as a dispute or difference of opinion raised by an employee, or by a group of employees (with regard to a single common issue) covered by this Agreement against the Town involving the meaning, interpretation, or application of the express provisions of this Agreement.

Section 2. A Union steward and officer shall be guaranteed sufficient time off during working hours to seek to settle grievances without loss of pay. An aggrieved employee shall have the right to Union representation, including counsel and International representation through 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 Department Head in writing. The Department Head 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 a satisfactory adjustment within two (2) days of the proper filing of a grievance, the Union shall submit the grievance in writing to the Town Council within ten (10) working days. If the grievance at this point is not presented to the Town Council within ten (10) working days, said grievance shall be deemed to be waived. A response to the Union by the Town Council must be in writing within thirty (30) working days.

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Section 3. Waiver of Grievance Procedure. 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. Arbitration.

(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 within thirty (30) days of his/her appointment, and his/her 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 Council's answer, as stated in Step 2 of Section 2 above, or else it shall be deemed to have been waived.

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

Section 5. Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it nor its members will engage in any strike, slowdown or connected refusal to perform duties, nor will the Employer lockout its employees during the term of this Agreement over any matter which is subject to final and binding arbitration.

ARTICLE XVII

Protective Clothing, Bulletin Boards, Safety and Compensation

Section 1. Uniforms and Protective Clothing. The Employer shall provide and maintain each Employee of the Department of Public Works work uniforms to consist of trousers and shirts, eleven (11) sets and two (2) jackets and six (6) reflective tee shirts on or before July 15th of each year, and such other items of protective clothing as deemed by the Employer to be necessary for 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 Department of Public Works employee covered by this Agreement an annual safety shoe allowance of \$200.00 payable on or before July 15th of each year; provided, however, that payment to new Department of Public Works employees shall be made six (6) months after date of hire; provided further, however, that new Department of Public Works employees shall be provided with a set of work uniforms as described above at the conclusion of six (6) months of continuous employment by the Town. Department of Public Works Employees shall be required to wear safety shoes at all times while on the job unless told otherwise by their Department Head.

Shoe allowance increased to \$250.00 per year, payable on or before August 15th of each year. 50% of this shoe allowance will be refunded to the Town, should the employee voluntarily leave their position within 90 days after receiving boot allowance.

Section 2. Bulletin Boards. The Employer shall provide space for Bulletin Boards in conspicuous places to be 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. The health & safety of employees will be considered in the performance of outdoor activities. No employee shall be exposed to unsafe conditions consistent with the intent and spirit of OSHA rules and regulations. For example, no outside work will be done when the temperature is above 90 degrees or below 20 degrees or the wind chill could cause frostbite, unless the employee is in an air conditioned or heated vehicle, except in an emergency. Weather temperature

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shall be considered to be that of the Thermometer at the Town of Foster's Department of Public Works garage.

Any work assignment requiring the use of a chain saw or wood chipper will require the assignment of two employees covered by this agreement.

Section 4. 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.

Section 5. Materials, Tools, Equipment, License Fees. The employer agrees to provide all materials, equipment, tools, special licenses fees, courses and training required to perform the duties assigned to the employees covered by this agreement.

ARTICLE XVIII

Severability

Section 1. Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only 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.

ARTICLE XIX

Miscellaneous

Section 1. Notice of an On-the-Job Injury. When an employee has been injured in the course of his/her employment or is injured arising out of duties performed within the scope of his/her employment, said worker will notify the Town by the end of the shift in which he/she claims injury. Notice will be deemed to have been provided if a worker is transported to an emergency room or hospital facility by a rescue or ambulance. Notice will be provided to either the Director or the Union Steward. If notice is provided to the Union Steward, the Union Steward forthwith will provide notice to the Director.

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Section 2.

- 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 plant, person, or non-unit Employees, unless otherwise provided in this Agreement, and unless sufficient manpower is not available to perform such work or equipment is not in service to perform such work. Additionally, all grounds maintenance including mowing will be done by bargaining unit employees.
- b) Union employees will have the preference of job assignments if it becomes necessary to hire outside or part time help.
- c) In instances in which the Town does not have adequate equipment or manpower to perform snow removal and/or sanding of streets, the Town can contract with outside vendors to perform this service for the public safety and welfare of the Town's inhabitants.

Section 3. In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee, in the performance of his or her duties as an employee of the Foster Department of Public Works, the Town of Foster 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, provided however, that it is determined by the Town that said employee acted outside the scope of his/her employment, was under the influence of alcohol or drugs, or was criminally negligent in the performance of his/her duties or conduct, then the provisions of this Section shall not apply.

Section 4. In the event that the Director or Foreman is absent, the "senior" man will be in charge and receive foreman's pay for that time.

Section 5. Employees covered by this agreement who are also members of one of Foster's three Volunteer Fire Companies and or the Foster Ambulance Corps, will be allowed to respond to in-town emergencies without loss of pay. At their discretion, and the director's approval, these employees may take personal time to respond to mutual aid calls. The employee may appeal to the Town Council for reinstatement of personal time used in this manner.

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ARTICLE XX

Entire Agreement

Section 1. This Agreement between the Town of Foster and LIUNA Local 1322 contains the entire Agreement between the parties and neither party shall be bound by any statement, stipulation, or practice, whether oral or written, made prior to the day of execution hereof and not expressly provided herein.

ARTICLE XXI

Changes or Amendments

Section 1. It is hereby agreed that this Agreement contains the complete Agreement between the parties, and no additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement, except by mutual consent, in writing, of the parties hereto.

ARTICLE XXII

Management Rights

Section 1. It is understood and agreed that the Employer has the sole right and authority, whether exercised or not, to operate and manage its affairs in all respects except as may have been modified by the express provisions of this Agreement.

Section 2. The rights of the Employer, through its management officials, shall include but are not limited to the following:

- a) The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- b) To plan, direct, control, and determine the operations or services to be conducted by its employees;
- c) To determine the methods, means, and number of personnel needed to carry out the department's mission;
- d) To direct the working forces, including the right to assign work;

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- e) To hire and assign or to transfer employees;
- f) To promote, suspend, discipline, or discharge for just cause;
- g) To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
- h) To make, publish, and enforce reasonable rules and regulations, subject to challenge under the grievance and arbitration provisions of this Agreement;
- i) To introduce new or improved methods, equipment, or facilities;
- j) To take any and all actions as may be necessary to carry out the operations of the Employer in situations of civil emergency.

Section 3. The Employer agrees that it will not exercise its rights in a capricious manner.

ARTICLE XXIII

Duration of Agreement

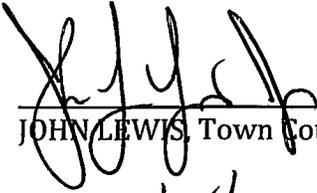
Section 1. The terms and conditions of this Agreement shall be effective as of July 1, 2016 and shall continue in full force and effect through June 30, 2019 and from year to year thereafter, unless either party at least one hundred twenty (120) days prior to expiration date gives notice in writing to the other party of its intention to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given.

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.

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TOWN OF FOSTER,
RHODE ISLAND

RHODE ISLAND LABORERS'
DISTRICT COUNCIL, on behalf
of Local Union 1322



JOHN LEWIS, Town Council President



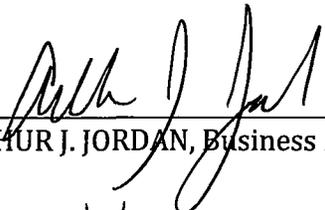
MICHAEL F. SABITONI, Business Manager

DATED: 9/15/2016

DATED: 9/2/16

Witnessed By:



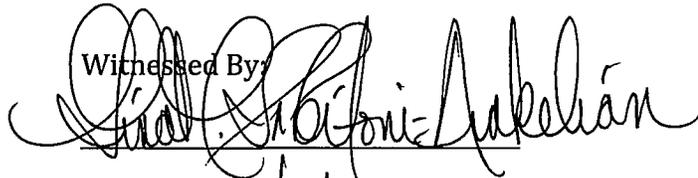


ARTHUR J. JORDAN, Business Manager

DATED: 9/15/2016

DATED: 9/1/2016

Witnessed By:



DATED: 9/2/16

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE TOWN OF FOSTER, RHODE ISLAND
and the
RHODE ISLAND LABORERS' DISTRICT COUNCIL
on behalf of
LOCAL UNION 1322
Affiliate of the
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

Whereas the undersigned Union and Employer are parties to a Collective Bargaining Agreement that provides for the continuous employment of labor and establishes necessary procedures for the amicable adjustment of all disputes which may arise between Union and the Employer and;

Whereas the Union and Employer have agreed to adopt policies for part-time Town Hall Clerk/Typist position(s);

It is hereby agreed by the undersigned Union and Employer as follows:

1. The Addendum shall be considered as part of the Collective Bargaining Agreement. The provisions of this Addendum supersede any inconsistent provision of the Collective Bargaining Agreement.
2. The Principles and benefits as outlined in the Collective Bargaining Agreement in ARTICLES I, III, IV, VI, X, XI, XII, XIII, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII remain in affect as written and where intended apply to Town Hall part-time employees with the understanding that all references to a work day or week reflects the normal work day or week for the part-time employee.
3. ARTICLE II, Hours of Work and Overtime, Section 1, #3: The regular work week for the Town Hall part-time employees covered by this agreement shall consist of a minimum of twenty (20) hours. The Town of Foster shall govern the days of the week, the number of hours per day, which the employees will be required to work. The Town shall notify employees five (5) business days prior to implementing any change in hours.
4. ARTICLE II, Hours of Work and Overtime, Section 1, #4: Coffee Breaks: The part-time Town Hall employees shall be granted a minimum of one (1) fifteen (15) minute break per four (4) hour shift to be taken after working at least two (2) hours into the shift.
5. ARTICLE II, Hours of Work and Overtime, Section 2, Overtime: Time and one-half shall be paid in wages for each hour of work in excess of 35 hours per week. For the purpose of computing overtime, holidays and vacation time occurring during the employee's regularly scheduled work week are to be considered hours worked.
6. ARTICLE V, Seniority, Section 1, Definition: Seniority shall be defined as the total length of continuous part-time service with the Employer. Seniority shall be defined as the length of service within the Town Hall for the purpose of applying for and filling promotional vacancies.

- a) Seniority shall be acquired by a part-time employee after completion of six (6) months probationary period, at which time seniority shall be retroactive to the first day of employment.
- b) New employees shall remain probationary until after completion of six (6) months of continuous service from the date of hire. Upon completion of said period, such employees shall enjoy seniority status from the date of hire. Employees shall have no seniority rights during this probationary period. Their employment may be terminated at any time during the probationary period at the sole discretion of the Employer and neither the reason for nor the disciplinary action, discharge, layoff, or dismissal may be subject to the grievance or arbitration procedures provided for in the Collective Bargaining Agreement.
- c) Part-time employees' seniority will be pro-rated based on the employee's normal work week.

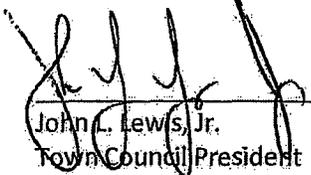
- 7. ARTICLE V, Seniority, Sections 2,3,4, 6: All sections as written in the Collective Bargaining Agreement apply to Town Hall part-time employees.
- 8. ARTICLE VII, Holiday, Section 1: The part-time employees covered by this Agreement shall be paid the regular rate of pay for each of the designated holidays detailed in the Collective Bargaining Agreement if the Holiday falls on, or is recognized by the Town Hall as a whole on, the normal work day of the part-time employee.
- 9. ARTICLE VIII, Vacation Leave: Vacation and Personal time will be awarded at the beginning of the fiscal year. 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 (1) week's paid vacation, which may be taken only upon completion of one (1) year of employment. The week will reflect the average weekly hours worked by the part-time employee in the year of accrual.

Seniority shall be the determining factor in the selection of vacation leave where one or more employee requests the same time.
- 10. ARTICLE IX, Sick Leave, Section 2: Sick Leave with full pay for part-time employees covered by this agreement shall be computed at the rate of one (1) working day per month, with an annual accumulation of twelve (12) days.
- 11. ARTICLE IX, Sick Leave, Sections 1, 3-10: All sections as written in the Collective Bargaining Agreement apply to Town Hall part-time employees.
- 12. ARTICLE XIV, Health Insurance: Town Hall part-time employees will not be eligible for Health Insurance unless the employee works an average of thirty (30) or more hours per week for a six (6) month period in any fiscal year. If eligible, all health benefits and provisions defined in ARTICLE XIV of the Collective Bargaining Agreement apply to the part-time employee immediately.
- 13. This Addendum shall be effective as of September 24, 2015.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

FOR THE EMPLOYER:

TOWN OF FOSTER, RHODE ISLAND



John L. Lewis, Jr.
Town Council President

DATED: 9/24/2015

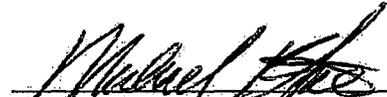
Witnessed by:



Dated: 9/24/2015

FOR THE UNION:

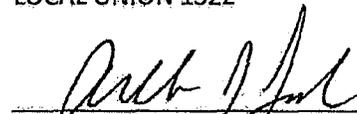
RI LABORERS' DISTRICT COUNCIL
on behalf of LOCAL UNION 1322



Michael F. Sabitoni, Business Manager

Dated: 10/2/15

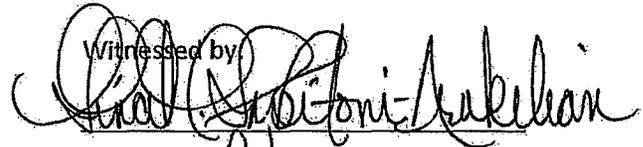
LOCAL UNION 1322



Arthur J. Jordan, Business Manager

Dated: 10/2/2015

Witnessed by:



Dated: 10/2/15