



AGREEMENT

Between the

TOWN OF GLOCESTER

And the

RHODE ISLAND LABORERS' DISTRICT COUNCIL

On behalf of

LOCAL UNION 1322

Of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

Effective: July 1, 2016 through June 30, 2019

POLICE DEPARTMENT
CIVILIAN EMPLOYEES

AGREEMENT

This agreement entered into this 1st day of July, 2016 by and between the Town of Glocester, Rhode Island, hereinafter referred to as the "Employer" or the "Town" 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".

Principles

A. This Agreement shall provide for the timely and amicable adjustment of all grievances and disputes which may arise between the Employer and the Union and shall provide, insofar as possible, for the continuous operation of dispatching facilities in the Town of Glocester and employment at those facilities.

B. 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 employee.

C. There shall be no discrimination against any employee by reason of race, color, creed, sex or Union membership. The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest remains in full utilization of an employee's skill and ability without regard to consideration of race, color, creed, national origin or sex. 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.

ARTICLE I

Union Recognition and Security and Management Rights

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all full time employees of the Gloucester Police Department in the classifications of work covered by this Agreement as set out below 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 State Labor Relations Board in Case #EE-3441:

Administrator/Investigator

Administrative Aide

Dispatcher

This Agreement does not apply to part-time employees of the Gloucester Police Department nor does it restrict in any way the right of the Employer to hire part-time employees.

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 above classifications.

Section 2. All present employees covered by the collective bargaining agreement shall remain members of the Union, or in the alternative, any employee not desiring to be a member of the Union will be assessed a service charge in lieu of membership dues, said charge to be the same sum as the usual Union dues paid by Union members.

Any future employee who passes his or her probationary period may join the Union, but any future employee who does not join the union shall be assessed the above service charge in lieu of membership dues, said charge to be the same sum as the usual Union dues paid by Union members.

The failure of any employee to maintain union membership or pay the service charge required of non-members in accordance with the terms of this agreement shall be considered and ground for dismissal.

Section 3. The employer agrees not to enter into any agreement of 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 contrary to this section shall be null and void.

Section 4. Any and all rights concerned with the management and operation of the Gloucester Police Department, are exclusively those of the Employer unless otherwise explicitly provided by the terms of this agreement. The Employer has the authority to adopt rules for the operation of the Gloucester Police Department and the conduct of its employees, provided such rules are not in conflict with the express provisions of this Agreement nor with applicable law. Any question concerning the application of this provision shall be subject to the grievance and arbitration procedure of this agreement.

Section 5. All new employees hired by the employer shall be deemed to be probationary employees for the first six (6) months of their employment and may be dismissed at the sole discretion of the Employer during such probationary period.

ARTICLE II

Payroll Deduction of Union Dues

Section 1. The Town shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the monthly dues and hourly working dues of the Union or the service charges provided herein. Such deductions shall be made on the first and second pay period each month for which they are due and shall be forwarded to the Secretary-Treasurer of the Union monthly. If any employee has no earnings for that paycheck, the Union shall be responsible for collecting the dues for that pay period. The Union will give the Town thirty (30) days prior notice of any change in the amount of uniform dues or service charges to be deducted.

ARTICLE III

Union Activities

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

Section 2. The Union shall furnish in writing to the Employer the name of the steward, president and business manager of Local Union 1322 and shall as soon as possible notify the Chief of Police and the Town Council in writing of any change thereto. The Union may be represented by representatives of the Rhode Island Laborers' District Council and/or Counsel.

Section 3. Because of the small size of the bargaining unit and the need to ensure that dispatching occurs without interruption, the Union and Employer shall schedule all grievance hearings and all meetings during the non-working hours of the grievant and/or Local Union 1322 union official or steward.

Section 4. Union representative(s) shall be permitted to visit employees at the police department building. The designated Union representative(s) shall do nothing to interfere with employees while at the police department building.

ARTICLE IV

Seniority

Section 1. Seniority shall be defined as the total length of service by the employee with the Employer. Seniority shall begin to accrue for a full time employee after completion of the six (6) month probationary period at which time seniority shall be retroactive to the first day of employment.

Section 2. Seniority shall accumulate during absence because of on-the-job illness, injury, authorized vacation or authorized leave.

Section 3. 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;

Section 4. In the event a reduction in the dispatcher force is required, the most junior employee in the classification shall be subject to layoff. The employee thus affected may exercise his or her seniority in the bargaining unit in any equal or lower rated classification provided he has the ability to perform the duties of classification.

Section 5. All part-time employees shall be subject to layoff before any full-time member of the bargaining unit.

Section 6. No full-time employee shall be subject to layoff for the duration of this Agreement.

Section 7. Any employee who is interested in filling a vacancy in the dispatcher force or the position of administrative aide shall apply in writing to the Chief of Police within seven (7) working days after the notice of the vacancy has been posted.

Section 8. Such vacancy shall be filled on the basis of qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be considered by the Employer.

ARTICLE V

Duties and responsibilities

Section 1. The duties and responsibilities of an Administrator/Investigator, Administrative Aide and Dispatcher are as stated in the Rules and Regulations for the Government of the Police Department of the Town of Gloucester.

Section 2. The current Administrator/Investigator, hired before May 24, 2004, shall be considered a Police Official who represents the Gloucester Police Department in that official capacity, as defined by the Town Council in their job description adopted on November 17, 2005.

Section 3. The Administrator/Investigator shall not be required to perform dispatch duties.

ARTICLE VI

Duration of Agreement

Section 1. This agreement shall become effective July 1, 2016 upon the signing of the Agreement by the Employer and the Union and shall remain effective through and including June 30, 2019.

Section 2. This agreement shall be automatically renewed from year to year after June 30, 2019, unless either the Town or the Union notifies the other party in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than sixty (60) days prior to the termination date.

ARTICLE VII

Salary Schedule, Payroll and Working Hours

Section 1. The salary schedule shall be as follows:

	0-1 YEARS OF SERVICE (85% of 2 year rate)	1-2YEARS OF SERVICE (95% of 2 year rate)	>2YEARS OF SERVICE
July 1, 2016-June 30, 2017			
Administrator/Investigator	**	**	31.20/hr
Dispatcher	18.46/hr	20.63/hr	21.72/hr
July 1, 2017-June 30, 2018			
Administrator/Investigator	**	**	32.13/hr
Dispatcher	19.01/hr	21.25/hr	22.37/hr
July 1, 2018-June 30, 2019			
Administrator/Investigator	**	**	33.10/hr
Dispatcher	19.58/hr	21.89/hr	23.04/hr

**In the event the current Administrator/Investigator position becomes vacant, this position will revert back to the Administrative Aide position which will pay a \$4.00 differential over the dispatcher rate for the years of service as indicated in the schedule above.

The above pay scale indicates hourly rates to be paid based upon the number of years of service in the position designated by the pay scale. In the event an employee in a Dispatchers position moves to an AA position, that employee will receive the salary as indicated in the AA position based on years of service in that position, i.e. employee has over two years of service as a dispatcher and moves up to the AA position, the employee will receive a salary as indicated in the scale of 0-1 years of service for AA plus whatever benefits he/she may have accrued. The top step Administrative Aide salary shall be the base dispatcher rate plus \$4.00 per hour.

The regular work week for dispatchers shall be based on thirty-seven and one half (37 ½) hours at their hourly rate of pay indicated above and shall be paid as such.

Section 2. During the initial six (6) month probationary period for a new employee, such employee shall receive pay at the rate indicated above under "Salary Schedule".

Section 3. Each employee shall be granted annual longevity payments after five years of continuous employment including the probationary period. Payments shall be paid on the first payday after employee's anniversary date and shall be included in the employee's annual salary for retirement purposes. The annual longevity payment shall be as follows:

5 years of continuous employment	-	2 ½ %
7 years of continuous employment	-	2 ¾ %
10 years of continuous employment	-	3%
15 years of continuous employment	-	3 ½ %
20 years and over of continuous employment	-	3 ¾ %

Employees hired after 1/1/12 shall not be eligible for longevity payments.

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

A. Overtime work shall be equally distributed among the full-time dispatchers and full time administrative aide 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 Police Department and steward. Should a dispute arise under the application of the clause and upon written request, the Employer shall furnish to the Union a record of overtime. The administrator/investigator shall not be eligible for overtime work until all union members have refused said work.

B. Any employee covered by this Agreement who is called into work outside of his regular hours shall be paid at the rate of time and one-half the rate of payment for the particular position which he or she holds for all such hours worked and shall be guaranteed a minimum of four (4) hours of overtime pay each time the employee is called into work when he or she is already off duty. The employee shall not be guaranteed the four hour minimum overtime pay when overtime work is an extension of the employee's normal work shift.

C. Employees covered by this Agreement may also elect to take overtime worked as compensatory time instead of monetary payment up to a maximum of forty-eight (48) hours at any time. Compensatory time shall be earned at the rate of time and one-half the hours worked. Compensatory time must be used or paid out in the fiscal year earned.

Section 5. The regular work week for dispatchers covered by this Agreement and in particular, the Salary Schedule set out above shall consist of four (4) consecutive eight hour days and two (2) days off.

The regular work week for the administrative aide or administrator/investigator covered by this agreement and in particular the Salary Schedule set out above shall consist of an eight (8) hour work day, Monday through Friday, with all holidays listed in Article IX Section 1, except 4th of July (Independence Day), off.

Section 6. The permanent part-time dispatcher's regular work week shall consist of two (2) consecutive eight (8) hour work days followed by four (4) days off. Vacancies during the permanent part-time dispatcher's regular work week shall be filled first with part-time employees for up to sixteen (16) hours per week per part-time dispatcher.

Section 6A. Part time employees can replace for overtime work for up to sixteen (16) hours per week, when all full time employees have declined overtime work, for shifts other than those specified in Section 6 above.

*** Such part-time employees shall not be subject to the provisions of the Agreement and shall not be obligated pay Union dues or any other charges in lieu of such dues.*

Section 7. Shift selections shall be made on July 1st of each year and shall be based on seniority.

Section 8. Dispatchers may elect to mutually swap working hours with another dispatcher. Such requests shall be made in writing to the Chief of Police or Patrol Captain.

Section 9. Employees that are required to perform on the job training for a new employee shall receive a stipend of two (2) dollars per hour for the hours they provide this service.

ARTICLE VIII

Health, Welfare and Retirement

Section 1. Benefits under the present Blue Cross/Blue Shield Classic or Healthmate family and individual plan (where appropriate) health insurance coverage or other health insurance coverage with equivalent benefits shall be maintained and furnished by the Employer. The employee's contributions for such health insurance coverage shall remain the same during the life of this Agreement. The employee shall pay the difference in premium between Blue Cross Classic and HealthMate.

All employees covered by the benefits listed in Section 1 and Section 2 will reimburse the Town the sum as calculated using the stratification table below.

The following are the stratified percentages based on a combination of annual salary and longevity (Holiday Pay excluded):

Salary excluding Holidays plus longevity in 000's	% of co- share
\$ 0 to 30	10%
30 to 35	11%
35 to 40	12%
40 to 45	13%
45 to 50	14%
50 to 55	15%
55 to 60	16%
60 to 65	17%
65 to 70	18%
70 to 75	19%
75 +	20%

Section 2. The employer agrees to provide Rhode Island Delta Dental Levels I, II and III, individual or family coverage as appropriate or other dental insurance coverage with equivalent benefits for all employees covered by this Agreement.

Section 3 (a). Effective July 1, 1996, if an employee who is entitled to benefits pursuant to Sections 1 and 2 of this Article is insured with comparable benefits elsewhere, he/she may elect to waive benefits provided by this Article. An employee who, by completing the eligibility requirements set forth in (b) of this Section, effectively waives health insurance benefits and will be paid an annual stipend of \$1,500.00.

- (1) Present evidence satisfactory to the Employer that he/she is
- (2) Execute a waiver form supplied by the Employer.

(c) An employee who waives coverage pursuant to this Article who becomes otherwise uninsured during the plan year must inform the Employer of this change of status and must immediately re-enroll in the Employer's plan.

Section 4. Retired employees previously covered by this Agreement may, at their own expense plus a 2% administrative fee, continue to receive any benefits of Sections 1 and 2 above that they elect.

Section 5. For the Administrator/Investigator hired prior to May 24, 2004, benefits under the present Rhode Island Municipal Employees Retirement Plan entitled Optional Retirement for members of Police Force and Fire Fighters, (Section 45-21.2-1 through 24) shall be maintained and employee's contributions shall remain the same during the life of this Agreement unless changed by State Law and/or by the Rhode Island State Retirement Board. The Union and the Town hereby acknowledge that a separate agreement with respect to employees hired prior to May 24, 2004 is being entered into which is attached hereto and incorporated herein by reference. This agreement shall control in the event said employees are no longer able to remain in the Rhode Island Municipal Employees Retirement Plan entitled Optional Retirement for members of Police Force and Fire Fighters. Effective January 1, 1996 the Town of Gloucester shall provide for the retirement of its employees through the Rhode Island Municipal Employees Cost of Living Adjustment Plan, (COLA), so-called Plan "C", in Section 45-21-52 Rhode Island General Laws. Employees hired after May 24, 2004 shall be enrolled in the Rhode Island Municipal Employees Retirement Plan, but are not eligible for the Optional Retirement for members of Police Force and Fire Fighters, (Section 45-21.2-1 through 24).

ARTICLE IX

Holidays

Section 1. Holiday Pay. All employees covered by this Agreement shall receive eight (8) hours pay at their hourly rate for the following holidays:

- | | |
|--|------------------------|
| New Year's Day | Victory Day |
| Memorial Day | Labor Day |
| Fourth of July | Columbus Day |
| Martin Luther King Day | Veterans' Day |
| Thanksgiving Day | Day after Thanksgiving |
| Christmas | Presidents' Day |
| Election Day (for presidential elections once every four years only) | |

Section 2. 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 in addition to his holiday pay.

Section 3. Holiday pay shall be considered part of an employee's annual pay for retirement purposes, but shall not be included for the purpose of calculating an employee's overtime rate.

ARTICLE X

Vacation Leave

Section 1. An employee who has been in the continuous employ of the Employer for one year shall be entitled to ten (10) days vacation leave with pay. Except as modified below, such ten (10) day annual vacation entitlement shall continue starting with the second year of employment, earned at the rate of one-twelfth (1/12) of total entitlement per month employed. If an employee fails to complete the first year of continuous employment there shall be no entitlement to vacation time or payment therefore.

Section 2. Any employee, who has completed seven (7) continuous years employment, shall be granted fifteen (15) days annual vacation leave with pay each year which shall begin to accrue on the seventh anniversary of his or her initial date of employment.

Section 3. Any employee who has completed ten (10) years continuous employment shall be granted twenty (20) days annual vacation leave with pay each year which shall begin to accrue on the tenth anniversary of his or her initial date of employment.

Section 4. 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 5. 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 6. Any employee taking leave of absence without pay shall cease to accrue annual vacation leave during the period of such absence.

ARTICLE XI

Sick Leave

Section 1. Any employee who has been in the continuous employ of the Employer for 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 as to be rendered thereby unable to perform the duties of his or her position.

(b) Attendance upon members of the family within the household of the employee, provided that not more than seven (7) working days with pay out of the fifteen (15) days annual sick leave entitlement shall be granted to employees for this purpose in any one calendar year.

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

Section 2. Sick leave with full pay for the employees of this bargaining unit shall be computed at the rate of the (10) hours per month and shall begin to accrue from the date of his or her initial employment, provided that an employee who terminates his or her employment or who is terminated before the end of his or her initial six (6) months employment shall not be entitled to any sick leave.

Such annual sick leave of fifteen (15) days with pay, when not used, shall be cumulative, but the accumulated and unused portion of such sick leave shall not exceed two hundred (200) days at one time; provided, however, any employee with at least ten (10) years of continuous service who contracts a serious illness may be granted, at the discretion of the Town Council, an advance on future sick 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 and such extended sick leave shall be credited against future accruals of sick leave or, if the employee terminates his or her employ with the Employer while the employee has a negative sick leave balance shall be deducted from the employee's final paycheck.

Section 3. When any employee with ten (10) years or more continuous employment with the Town retires or otherwise terminates his/her employment with the Town, he or she shall be paid for thirty percent (30%) of up to nine hundred (900) hours of his or her unused accumulated sick leave. When any employee with twenty (20) years or more continuous employment with the Town retires or otherwise terminates his/her employment with the Town, he or she shall be paid for thirty-five percent (35%) of up to nine hundred (900) hours of his or her unused accumulated sick leave.

Section 4. A physician's certification may be required for any absence the day before and/or the day after a regularly scheduled day off or a holiday to charge the absence to the employee's accumulated sick leave.

Section 5. The Chief of Police may require a physician's certificate for an absence of three (3) consecutive working days.

Section 6. An occupational injury, arising out of and as a result of employment with the Town shall not be charged against sick leave except for the waiting period if required by law. The department head may require satisfactory medical documentation to support the claim of occupational injury with periodic medical review at the discretion of the Chief of Police or the Town Council.

Section 7. Any medical bill incurred from an occupational injury and not covered by the employee's Blue Cross or equivalent health insurance or other medical insurance will be paid by the Town as long as the employee has said injury.

ARTICLE XII

Bereavement Leave

Section 1. All employees of the bargaining unit shall be allowed bereavement leave with pay as set out below. This benefit shall not be deducted from sick leave.

- (a) Death of employee's husband, wife or child - 5 days leave.
- (b) Death of employee's father or mother - 3 days leave.
- (c) Death of employee's mother-in-law, father-in-law, brother, sister, grandmother, grandfather, grandchild - 2 days leave.
- (d) Death of employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, nephew, niece, uncle or aunt - 1 day leave.

In circumstances where the death of a relative in any degree of kinship causes unusual hardship or suffering, the employee may appeal to the Chief of Police and Town Council for additional bereavement days.

ARTICLE XIII

Miscellaneous

Section 1. (a) Clothing Allowance. The employer shall provide, for each employee covered by this Agreement, an annual clothing allowance of Four Hundred Fifty (\$450.00) Dollars per year as per the Town's Voucher Policy.

(b) Cleaning Allowance A cleaning allowance of Five Hundred (\$500.00) Dollars per year shall be payable on the 1st day of July of each year. Required uniforms shall be designated by the Chief of Police.

Section 2. Bulletin Board. The Employer shall provide a bulletin board in a conspicuous place to be used solely for the posting of union notices, rules and regulations. Said board shall not exceed an area of nine square feet.

Section 3. Life Insurance The Employer will provide a group term life insurance policy on the life of each employee covered by this Agreement in an amount equal to the employee's annual wage rounded up to the next highest thousand to a maximum of \$50,000.00. The Employer shall pay the premium for the above group term life insurance policy subject to the employee's contributions set out below.

Each employee shall contribute to the payment for the premium for the above group term life insurance by paying for the additional cost of the life insurance coverage that exceeds the employee's annual wage rounded to the next highest thousand.

Copies of life insurance policies shall be provided to the Union.

Section 4. Jury Duty. An employee who is required by law to be absent from work for jury duty will be paid that employee's regular salary as if the employee had worked that day. In order to qualify for such pay the employee called for jury duty shall report to work each day the employee is excused from jury duty prior to 11:00 a.m.

Section 5. Defense and Indemnification. In the event any employee covered by this Agreement is sued in any civil proceeding as a result of action performed by said employee while on duty and in the scope of his employment as an employee of the Gloucester Police Department, the Town of Gloucester 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. Personal Days. All employees covered by this Agreement shall receive two (2) personal days per year.

Section 7. Accreditation Bonus. Effective July 1, 2017, all employees covered by this Agreement shall receive an annual accreditation bonus of three hundred (\$300.00) dollars payable on the 1st day of July of each year. Effective July 1, 2018, the annual accreditation bonus shall be increased to four hundred (\$400.00) dollars, payable on the 1st day of July of each year.

ARTICLE XIV

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 thereto.

ARTICLE XV

Severability

Section 1. Should any final decision of any Court of competent jurisdiction affect any practice or provisions 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 XVI

Discipline and Discharge

Section 1. Disciplinary action may be imposed upon an employee only for just cause.

Section 2. If a supervisor has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities or deficiencies shall be privately brought to the attention of the employee. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entries in his or her personnel record and shall be permitted to respond to any disciplinary entries. The contents of an employee's personnel record shall be disclosed to the employee upon his request and shall also be disclosed to the employee's union representative with the employee's written approval. Where appropriate, disciplinary action or measures shall include only the following.

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge.

Section 3. When any disciplinary action, except oral reprimand, is to be implemented, the Employer shall before or at the time of such action is taken, notify the employee and the Union in writing of the specific reasons for such action.

Section 4. The Employer shall not discharge or suspend an employee without just cause. Within five (5) working days of such suspension or discharge, the Union may file a grievance with the Town Council as set forth in this Agreement and such hearing shall be held no later than fifteen (15) days after the Union's request.

Section 5. In the event that an employee is dismissed or suspended under this section and the employee appeals such action and his appeal is sustained, he shall be restored to his former position and compensated at his regular rate of pay for any time lost during the period of such dismissal or suspension.

ARTICLE XVII

Grievance and Arbitration Procedure

Section 1. 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 follows.

Section 2. One Union representative at any time 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 Rhode Island Laborers' District Council representation during the entire duration of the grievance procedure.

Step 1. Employees in the first instance may register grievances with the (10) Working days to adjust the grievance. Any grievance which is not presented within ten (10) calendar days of the date of the occurrence shall be deemed to have been waived.

Step 2. If unable to reach satisfactory adjustment within ten (10) working Days, the Union shall submit the grievance in writing to the Town Council within ten (10) working days. A response to the Union by the Town Council must be in writing within thirty (30) Days.

Section 3. Notwithstanding those steps set out above, such 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 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 within thirty (30) days of his appointment and 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 the Agreement.

The submission to arbitration must be made within ten (10) working days of receipt of the Town Council's answer as stated in Step 2 above, or else, it shall be deemed to have been waived.

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

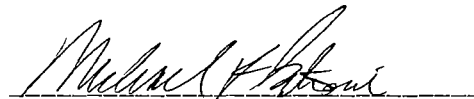
Section 5. Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it nor its members will engage in any strike, slowdown, or connected refusal to neither perform duties nor will the Employer lockout it employees during the term of the Agreement over any matter which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

FOR THE TOWN



GEORGE O. STEERE, JR.
President - Town Council

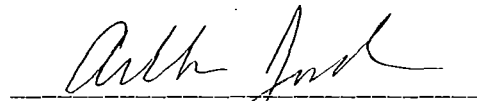
FOR THE UNION



MICHAEL F. SABITONI, Bus. Mgr
Rhode Island Laborers' District
On behalf of Local Union 1322

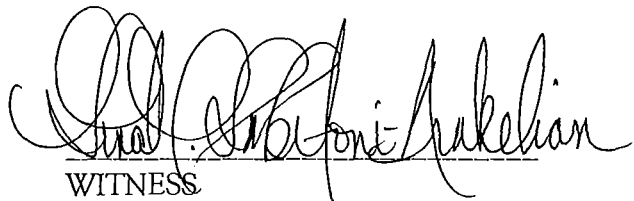
(January 23, 2017)

Date



ARTHUR JORDAN, Bus. Mgr.
LOCAL UNION 1322

(January 23, 2017)
WITNESS


WITNESS