

AGREEMENT BETWEEN

TOWN OF JOHNSTON

And

RHODE ISLAND LABORERS' DISTRICT COUNCIL  
ON BEHALF OF LOCAL UNION 808  
OF THE  
LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA, AFL-CIO

July 1, 2016 – June 30, 2019

TOWN HALL EMPLOYEES



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## AGREEMENT

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Rhode Island Laborers' District Council on behalf of the Rhode Island Judicial, Professional and Technical Employees, Local Union 808 of the Laborers' International Union of North America (hereinafter referred to as the "Union") and the Town of Johnston (hereinafter referred to as the "Town" or "Employer") hereby mutually agree as follow:

1. The parties agree that the "Town" includes the executive branch of Town government.
2. All references to Mayor used hereafter shall refer to the Mayor as chief executive officers for all operations and employees within their respective branches of Town government.

It is the purpose of this Agreement to carry out the policy of the Town of Johnston, as codified in Title 28 of the Rhode Island General Laws and the employees represented by Local 808.

## ARTICLE 1

### RECOGNITION

1.1 The Town hereby recognizes the Union for the purposes of this Agreement as the sole and exclusive bargaining agent for all Town employees with regard to wages, hours and working conditions for whom Rhode Island Laborers' District Council, Laborers' International Union of North America is currently certified to represent by the decision of the State Labor Relations Board as a result of the petition submitted by the Union in Case No. EE-3646, a listing of the hereinafter mentioned classes of positions appears in Article 6 entitled "SALARY SCHEDULE."

1.2 The Town and the Union agree not to discriminate against any member of the bargaining unit covered by this Agreement because of race, religion, creed, color, sex or sexual preference, age, physical handicapped, marital status, country of ancestral origin, political beliefs, or affiliations and/or membership in any lawful organizations.

1.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

1.4 The Union shall not discriminate against any employee in the administration of this Agreement because of non-membership in the Union.

1.5 Neither the Town nor the Union shall discriminate against, intimidate, or coerce any employee on account of his or her Union membership or non-membership, or an employee's exercise or non-exercise of his or her rights to bargain collectively through the Union or to engage in, or refrain from engaging in, Union activity.

1.6 Both the Union and the Town mutually agree with the spirit and intent of the Americans With Disabilities Act and agree to cooperate in making reasonable accommodations in the work environment, work schedule, or work assignments in order to provide an equal employment opportunity for an individual with a disability.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

2.1 The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Town and the employees are vested solely in the Town. For example, but not limited thereto, the Employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with the applicable laws and regulations:

- A. To direct employees in the performance of the duties of their positions.
- B. To hire, promote, transfer, assign and retain employees in positions within the bargaining unit and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause.
- C. To maintain the efficiency of the operations entrusted to it.
- D. To determine the methods, means and personnel by which such operations are to be conducted.
- E. To relieve employees from duties because of lack of work or for other legitimate reasons.
- F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e. an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

### **ARTICLE 3**

#### **UNION SECURITY AND DUES DEDUCTION/FAIR SHARE FEE**

3.1 The Town shall deduct Union dues or service fees as appropriate, from the wages of all employees within the bargaining unit. Said withholdings and related list of employees are to be transmitted to the secretary/treasurer of the Union by the 20<sup>th</sup> day following each biweekly pay period.

3.2 All present employees covered by this Agreement shall become and shall remain members of the Union in good standing for thirty (30) days after the effective date of this Agreement.

3.3 All future employees covered by this Agreement who are hired on or after the effective date hereof shall, as a condition of continued employment, make application to join the

Union, become members of the Union, or pay a service fee if said employee objects to joining the Union, for the life of this Agreement. The parties agree that such employees will be given a period not to exceed thirty (30) calendar days from the effective date of their hire in which to make a choice to join the Union or elect to pay a service fee before the provisions of this section shall apply. The time period within this provision does not reflect the mandatory probationary period of this Agreement.

3.4 The Town shall give written notice to the secretary/treasurer of the Union of those employees within the bargaining unit who become eligible for membership in the Union.

3.5 The Employer agrees to make payroll deductions for dues or service fees only for employees who authorize such payroll deductions.

3.6 The Union will notify the Employer thirty (30) days prior to any change in such withholdings.

3.7 The Union shall indemnify, defend and hold harmless the Town and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the Town in complying with the provisions of this article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

#### **ARTICLE 4**

#### **HOURS OF WORK**

4.1 It is hereby agreed that there shall be two (2) basic work weeks as follows:

A. Town Hall: A non-standard work week consisting of a minimum thirty-five (35) hour work week consisting of five (5) consecutive days, Monday through Friday, inclusive of a one (1) hour unpaid lunch period. The hours shall be generally 8:30 a.m. to 4:30 p.m. but may

be adjusted in accordance with departmental requirements.

B. At the Employer's discretion, and upon approval of the department head and the Mayor, flexible shifts may be implemented to accompany the demands of the department, to enhance the efficiency of the department or to maximize the delivery of services to the public.

C. The parties hereby recognize all existing work schedules that are presently in place.

4.2 Coffee Breaks: Employees shall be granted two (2) fifteen (15) minute coffee breaks, one during the first half of the work day and the other during the second half of the work day, unless otherwise provided in this Agreement.

## **ARTICLE 5**

### **COMPENSATORY TIME**

Employees covered by this Agreement who work in excess of forty-eight (48) hours per week shall be entitled to accrue compensatory time, not to exceed one hundred twenty (120) hours at the normal rate of pay. Employees shall be allowed to discharge compensatory time with prior written approval of their supervisor, provided said time off does not adversely affect the operations of Town government.

### **ARTICLE 5.1**

#### **SENIORITY**

The parties to this Agreement recognize and incorporate herein the general principles of seniority for purposes of vacations, personal days and other similar fringe benefits. In the event that multiple positions are created within any one (1) particular class of positions during the term of this collective bargaining agreement, the parties agree to reopen this contract to discuss and negotiate the role of seniority as it pertains to promotions, transfers, reassignments and layoffs.



Generally, seniority shall be defined as the employee's total length of service with the Town and shall accrue from the date of hire.

**ARTICLE 6**

**SALARY SCHEDULE**

6.1 The Town agrees to pay salaries in accordance with the following wage schedule:

<b>Position</b>	<b>FY16-17</b>	<b>FY17-18</b>	<b>FY 18-19</b>
<b>Raise</b>	<b>.75%</b>	<b>1.25%</b>	<b>2.0%</b>
<i>Controller</i>	72,321.19	73,225.21	74,689.72
Finance Officer	35,585.70	36,030.53	36,751.14
Deputy Tax Collector	60789.71	61,549.59	62,780.59
Town Clerk/ IT Coordinator	68,683.78	69,542.33	70,933.18

6.2 In the absence of an employee in a particular class of position, any other employee who serves in a higher class of position on an acting basis for more than sixty (60) calendar days shall receive the higher rate of pay retroactive to assumption of such duties on an acting basis. A temporary worker may fill the resulting vacancy during this absence.

**ARTICLE 7**

**LONGEVITY**

All employees covered by this Agreement shall be entitled to longevity payments in accordance with the following schedule.

<u>Years of Service</u>	<u>Percentage Increase on Base Salary</u>
Completion of 5 years	5%
Completion of 10 years	6%
Completion of 15 years	7%
Completion of 20 years	9%
Completion of 25 years	10%

**ARTICLE 8**

**HOLIDAYS**

8.1 Employees covered by this Agreement shall be entitled to the following holidays.

New Years Day (January 1)  
Martin Luther King's Birthday  
Presidents' Day  
Half Day on Good Friday  
Memorial Day  
Independence Day (July 4)  
Victory Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving  
Half Day on Christmas Eve  
Christmas Day  
Half Day of New Years Eve (December 31)  
Employee's Birthday/Floater

8.2 Whenever a holiday falls on the employee's scheduled day off, the employee shall receive an additional day off as declared by the Town.

8.3 In the event the holidays provided herein are changed as a result of legislation or other such action beyond the control of the parties, it is mutually agreed that another day(s) shall be immediately substituted for any holiday(s) so affected.

8.4 Employee's birthday/floater holiday may be taken at any time during the calendar year in which their birthday falls, with prior approval of the Employer.

**ARTICLE 9**

**VACATIONS**

9.1 All employees covered by this Agreement shall be granted vacation time as follows:

- completion of six (6) months - five (5) days
- completion of one (1) year - ten (10) days
- completion of three (3) years - fifteen (15) days
- completion of seven (7) years - seventeen (17) days
- completion of ten (10) years - twenty (20) days
- completion of fifteen (15) years - twenty-two (22) days
- completion of seventeen (17) years - twenty-four (24) days
- completion of twenty-five (25) years - twenty-five (25) days.

9.2 In no event shall any employee receive more than twenty-five (25) days' vacation per year.

9.3 Vacation requests are subject to staffing requirements. Said vacation shall be with the approval of the Employer. Such approval shall not be unreasonably withheld.

9.4 Vacation time shall not accrue when a member is out on leave without pay.

9.5 Employees may carry over vacation time for one (1) year.

9.6 Employees shall receive compensation for accrued vacation time upon separation from service.

**ARTICLE 10**

**PERSONAL LEAVE**

10.1 Employees shall be entitled to no more than three (3) days personal leave per year with full pay. Personal leave may be used for reasons other than as a substitution for vacation leave. Requests for such leave must be made in advance by filling out a form with the

department director which specifies the general nature of the need for such personal leave.

10.2 Prior approval for personal leave must be obtained and may only be denied if the resulting absence interferes with the proper conduct of Town business. During emergencies affecting public health or safety, previously approved personal days off can be rescinded by the department director or Personnel Director.

10.3 In the event prior written notice is not possible, it is agreed that the employee may secure oral permission with an adequate explanation of the department director or Personnel Director with the stipulation that a written request will be forwarded to either of them as soon as possible.

## **ARTICLE 11**

### **SICK LEAVE**

11.1 Sick leave is to be used solely for non-job related illness or injury including, but not limited to, exposure to contagious diseases, treatment at the physician's office, dental office, treatment center, hospital or the like. All employees covered by this Agreement shall be allowed eighteen (18) days' sick leave per year, one and one-half (1½) days accrued per month, accumulative to one hundred fifty (150) days. In the event that an employee is out for three (3) consecutive days or more for an injury or illness, said employee must follow all appropriate policies and procedures including providing a doctor's note from a qualified physician verifying the need for use of consecutive sick days and a Continuation of Health Care Coverage Form in accordance with the FMLA, Family Medical Leave Act, as applicable. If an employee is absent for illness or injury for more than five (5) non-consecutive days in a month, said employee must present a physician's certificate that establishes the medical necessity of having been out and whether the absence is FMLA approved and whether treatment was required in order to be paid

for missing days. Family Medical Leave is not paid time; however, employees are required to use all accrued sick, vacation, and personal time while out on FMLA and such time runs concurrently with a Family Medical Leave of Absence.

If an employee is absent for twelve (12) non-consecutive days in six (6) months, said employee must have a comprehensive medical evaluation at the Town's expense to establish fitness for continued employment.

11.2 Upon retirement, death or voluntary termination, unless said termination is for gross misconduct or criminal activity, employees shall be paid up to a maximum of one hundred twenty-five (125) days of their accumulated sick leave as of their date of termination or to the estate of the employee or to the last designated beneficiary, in case of death, except those employees who received emergency sick leave. In the event these employees owe the Town sick leave, it shall be deducted from any accrual due and the employee shall receive the difference.

11.3 Employees who use four (4) sick leave days or less during the July 1 to June 30 contract year shall receive two (2) extra days' pay, to be paid on or before July 30 of the following fiscal year.

11.4 Sick leave shall not accrue when a member is out on leave without pay.

11.5 Advanced sick leave and the amount of sick leave may be granted at the sole discretion of the Mayor.

## **ARTICLE 12**

### **SICK LEAVE BANK**

12.1 This sick leave bank plan is established solely for members who have a major illness that requires the use of sick leave beyond the amount of accumulated sick leave and vacation provided for hereunder. Approval of time off will be in accordance with the Family

Medical Leave Act.

12.2 Approval of a member for use of such sick leave bank within the guidelines of this Article will be determined by a committee of three (3) members of which two (2) will be appointed by the business manager of the local union and one by the Town and operate under rules for the use of such leave to be jointly approved by the Union and the Town and in accordance with the terms of the Family Medical Leave Act, as applicable. It is understood that this sick leave bank will commence only after the member's individually accumulated sick leave and vacation leave and attendant Family Medical Leave Act time have been exhausted.

12.3 Any permanent member of the bargaining unit may transfer within any twelve (12) month period up to five (5) days of a member's accumulated sick leave credits to a fellow member in the event the latter member is absent due to a major illness and has used up all of his or her accumulated sick leave and vacation leave credits.

12.4 The maximum time limit under which a member can be covered by others' sick leave shall be twenty-five (25) work days per year.

### **ARTICLE 13**

#### **BEREAVEMENT LEAVE**

13.1 An employee may be absent for five (5) working days without loss of pay in the event of the death of a father, mother, brother, sister, husband, wife, child or foster child, regardless of where the deceased resided.

13.2 An employee may be absent for three (3) days without loss of pay in the event of the death of his own grandparent or grandchild, brother-in-law, sister-in-law, or in the event of the death of the father, mother, brother, sister, grandparent of the employee's spouse or in the

event of a son-in-law, or daughter-in-law. An employee may be absent for one (1) day representing the day of the funeral, without loss of pay in the event of the death of his or her own aunt, uncle, niece or nephew or in the event of the death of an in-law unrelated by blood.

13.3 An employee may be absent for up to three (3) days without loss of pay in the event of the death of a person for whom the employee is solely responsible and not otherwise identified above. The absence shall be granted only by special permission of the Mayor or Mayor's designee.

#### **ARTICLE 14**

#### **JURY DUTY**

14.1 Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his or her regular duties during the actual period of such jury duty and shall receive for such a period of jury duty his or her regular pay, less any unused funds that are used for parking and transportation. Copies of correspondence calling the employee to jury duty shall be provided to the Personnel Office prior to the commencement of jury duty.

#### **ARTICLE 15**

#### **QUARANTINE**

15.1 There shall be no loss of salary or sick allowance when any employee is subject to quarantine by order of the Health Department for reasons other than the personal illness of the employee.

#### **ARTICLE 16**

#### **MILITARY LEAVE**

16.1 The parties agree that the provisions of the Uniform Service Employment and

Reemployment Rights Act of 1994 shall govern with respect to military leave and military training leave.

16.2 Employees covered by this Agreement who, by reason of membership in the United States Military or Reserve Forces are required by the appropriate authorities to participate in training activities or in active duty as a part of the state military force or special training duty as part of the federal military force, shall be granted military training leave with pay not to exceed twenty (20) calendar days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than twenty (20) calendar days, he/she shall be granted leave without pay for this purpose.

16.3 During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.

16.4 Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed services.

16.5 Health and dental benefits will continue during the period of training leave.

16.6 Re-enlistment or other continued service in the Armed Forces resulting from a choice by the employee shall serve to cancel such leave. Any employee on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations. At the conclusion of such military leave of absence, the employee shall be returned to his position, subject, however, to any changes in Federal regulations related to USERRA. Annual leave and sick leave shall be frozen as of the date the employee enters military service.



**ARTICLE 17**

**MATERNITY/ADOPTION LEAVE**

17.1 Maternity/Adoption Leave shall be defined as leave without pay for the purpose of childbirth or adoption and shall be made available to all employees, male or female, covered by this Agreement and in accordance with the terms of the Family Medical Leave Act. Such leave shall be granted for a period of six (6) months, subject to automatic renewal of another six (6) months provided that the required documentation and terms of the Family Medical Leave Act are provided and met. Maternity/Adoption Leave shall not exceed a period of one (1) year. At the expiration of maternity/adoption leave, the employee shall be returned to the position from which he/she is on leave at the same step of the same current pay range for his/her class or position.

17.2 An employee will be required to use all accrued or accrual vacation, sick or personal leave benefits while taking a leave under the Family Medical Leave Act. All vacation, sick, or personal leave time runs concurrent with an Approved Family Medical Leave.

**ARTICLE 18**

**PROBATIONARY PERIOD**

18.1 Employees hired by the Town shall serve a probationary period of six (6) months.

18.2 Any newly hired employee may be dismissed without recourse during the probationary period.

**ARTICLE 19**

**POSTINGS AND BIDDINGS OF VACANCIES AND PROMOTIONS**

19.1 The Employer agrees to post all vacancies and promotions within thirty (30) days

of vacancy for a period of ten (10) work days. All vacancies will be filled within thirty (30) days after the close of the posting. If an employee is absent during the ten (10) day period, the Union may submit a bid on behalf of said employee. The employee shall bid for vacancy or promotion within said ten (10) work days; said bid shall be submitted to the department head. No bid for a vacancy or promotion shall be accepted by the Employer after the close of the posting period.

19.2 Employees who are transferred or promoted shall be given a fifteen (15) work day period in the new job in which to determine their willingness to continue in the position. If the employee desires not to continue in the new position within the fifteen (15) work day period, he/she may return to the previous position that he/she held prior to the bid. If the employee elects to remain in the new position, he/she shall serve a ninety (90) work day probationary period during which the Employer may evaluate the employee's performance. The Employer shall not be required to post the job that is vacated during the ninety (90) probationary period, but may fill the vacancy with a temporary worker.

19.3 "Leave to protect status" shall be defined as a member of the bargaining unit who is promoted or transferred to another position with the Town of Johnston outside of the bargaining unit. In such cases, it is understood that this leave shall not exceed ninety (90) days. During this ninety (90) day period, the parties agree that the Town may fill the vacant position with a temporary worker. Seniority shall not accrue while on leave to protect status.

## **ARTICLE 20**

### **CERTIFICATIONS AND TRAINING**

20.1 The Town shall pay for fees and/or professional certification, recertification, testing for the aforementioned, fees and dues for employees covered by this collective bargaining agreement and attendance at job-related seminars and courses as approved by the Employer for

the purpose of maintaining the employee's professional certification as required by law, ordinances, job requirement or technological advancements.

20.2 In the event the Town introduces new equipment, methods and processes as substitutes for replacement of present equipment, methods and processes, employees in positions affected by such changes and innovations shall be given a reasonable period of time to train, at Town expense, in the use of such new equipment, methods and processes.

## **ARTICLE 21**

### **HEALTH AND DENTAL INSURANCE**

21.1 All employees shall be entitled to Individual or Family coverage. Effective July 1, 2017 the healthcare plan for all active members of the department shall be a Health Savings Account (hereinafter referred to as an HSA) with a fiscal year deductible of \$1,500.00 for individual coverage and \$3,000.00 for family coverage, said deductibles shall be paid by the member. The Town shall provide a HSA healthcare plan which shall have the same benefit level, service level and network level no less than the healthcare plan in effect at the execution of this contract. The Monetary amounts of the above-cited deductibles shall be paid in the following manner:  
The Town agrees to advance the monetary amounts of said deductibles (\$1,500.00 for individual or \$3,000.00 for family) to a prepaid credit/debit card that shall be issued to each member. Each member shall utilize said credit/debit card for medical payments at points of service to satisfy said deductibles of the HSA plan.

Members of the department through payroll deduction shall pay the above-cited monetary amounts of said deductibles, advanced to the member by the Town, back to the Town. The said amount of deductible shall be equally divided by the total number of pay periods within the year and shall be withheld prior to payroll taxes being withheld.

On or about June 15<sup>th</sup> of each year members of the department shall indicate to the Town as to the monetary amount to advance by the Town onto the prepaid credit/debit card for each member to equal the amount needed to satisfy said deductible (\$1,500.00 for individual and \$3,000.00 for family). The Town and the Union acknowledge and agree that the monetary amount needed to be advanced by the Town to each member can vary in amounts, due to the usage and debiting from each members account during the fiscal year. (Example-Employee A with a family plan started the year with \$3,000.00 advanced by the Town to the credit/debit card. The Town withheld \$115.38 for each of the twenty six (26) pay periods in the fiscal year. ( Example- Employee A used \$2,000.00 of the deductible for the prior fiscal year and therefore has a \$1,000.00 balance. On or before June 15<sup>th</sup> Employee A notifies the Town to advance only \$ 2000.00 to the credit/debit card for the upcoming fiscal year to meet Employee A's required \$ 3,000.00 deductible for the upcoming year. The Town would then withhold \$ 76.92 for each of the twenty six (26) pay periods for the upcoming year, Etc.)

Any and all costs associated with the administration of said credit/debit card shall be borne by the Town.

The Town agrees to provide all members and their family members, if applicable, with credit/debit cards at no cost to said members.

Any charges associated with replacing the credit/debit card to members due to loss or theft of the card shall be borne by the member.

There shall be no premium co-share of the above-cited HSA plan to be contributed by the member towards the cost of the HSA plan. The cost to the members for the HSA plan shall only be the above-cited deductibles.

Members who sustain an occupational injury shall be covered for any and all medical care, including but not limited to prescription drugs through a special medical rider that shall be provided for through the Town at no cost to the member nor the above-cited HSA plan.

Retirees and/or spouses who reach age 65 shall enroll in Medicare. The Town shall continue to provide the healthcare benefit level, service level and network level made available prior to the retiree's Medicare eligibility at no cost to the retiree. The Town shall continue to pay any costs to the retiree associated with Medicare, including healthcare, prescription drugs, and any penalties, interest or enrollment fees. Non-Medicare eligible retirees, spouses and dependents' coverage shall continue as provided.

21.2 Effective July 1, 2010 only employees who receive cash payments in lieu of medical and dental insurance in an amount equal to fifty (50%) of the 2009 calendar year working rate for said medical and dental insurance shall continue to be eligible for said payments. Said payment shall be made at the end of the calendar year. New employees and current employees not receiving said payment as of July 1, 2010 will not be eligible and may not elect to receive said payment in lieu of medical and dental insurance.

21.3 Individuals who are present Employees as of the effective date of this contract shall receive health insurance upon retirement. In order to be eligible to receive health insurance upon retirement, said Employees must have completed either a minimum of ten (10) continuous years of service at the age of fifty-eight (58) or twenty-six (26) continuous years of service regardless of age upon retirement. This benefit shall apply only to present Employees and shall not be extended to individuals employed after the date of execution of this contract.

21.4 All employees covered by this Agreement shall be entitled to basic dental insurance.

## **ARTICLE 22**

### **LIFE AND ACCIDENT INSURANCE**

22.1 All active employees covered by this Agreement shall be covered by a Twenty Thousand Dollar (\$20,000.00) life and accidental death and dismemberment insurance fully paid by the Employer.

22.2 The Town agrees to furnish all active employees during the period of service a Fifty Thousand (\$50,000.00) Dollar life insurance death benefit. This benefit shall be a self-insured benefit and shall not constitute life insurance under the provisions of §45-21-57 of the Rhode Island General Laws.

## **ARTICLE 23**

### **WORKING CONDITIONS**

23.1 There shall be no increase in work assignments, nor shall any changes in working conditions or work rules be made except by mutual agreement between the Union and the Employer. All employees within the same classification shall have approximately the same workload.

23.2 The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time they are hired.

23.3 Changes in existing work conditions and/or rules shall not become effective until they have been agreed upon by the Employer and the Union. In addition, when existing work rules or conditions are changed or new work rules or conditions are established, all employees are to be notified by the Employer.

**ARTICLE 24**

**HEALTH AND SAFETY**

24.1 The Employer and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.

24.2 Should an employee complain to his immediate supervisor that his work requires him to be in any unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be corrected immediately.

**ARTICLE 25**

**BULLETIN BOARDS**

25.1 The Employer agrees to provide bulletin board space in Town Hall, and other Town facilities where employees covered by this Agreement work where notices of Employer and Union matters may be posted.

**ARTICLE 26**

**MILEAGE ALLOWANCE**

26.1 Mileage will be paid at the rate set by the Federal General Services Administration to any employee who is required to use his or her personal vehicle in carrying out his or her official duties.

**ARTICLE 27**

**PENSION PLAN**

27.1 The Employer agrees to continue coverage with employee contributions under the Rhode Island State and Municipal Retirement Act for all Town employees covered by this Agreement.

27.2 All employees covered by this Agreement who retire on or after the effective date of this Agreement shall be covered by the Rhode Island State and Municipal Retirement Act, Cost-of-Living Option Plan C.

**ARTICLE 28**

**UNION ACTIVITIES**

28.1 Members of the grievance committee and stewards shall be allowed to process grievances during working hours without loss of pay.

28.2 The Employer agrees that during working hours, on the Employer's premises, Union stewards and representatives shall be allowed reasonable time to post Union notices, distribute Union literature and attend negotiating meetings.

28.3 The steward shall have access to Town premises during normal working hours for the purpose of investigating and processing grievances, conferring with local Union representatives and/or Town representatives.

28.4 The steward may attend the funeral of the Union member without loss of pay.

28.5 A written list of Union officers and other representatives shall be furnished to the



Employer immediately after their designation and the Union shall notify the Employer of any changes.

## **ARTICLE 29**

### **INCLEMENT WEATHER**

29.1 The Mayor may suspend work, without loss of pay, during extreme weather conditions consistent with the Town's duties.

29.2 In the event that any departments are released early from work or are required not to report to work due to inclement weather, any other employee required to report to work or to stay and work normal business hours during extreme weather conditions shall be entitled to their normal rate of pay and such time worked will be credited toward compensatory time in accordance with Article 5.

## **ARTICLE 30**

### **SEVERANCE PAY**

30.1 Severance pay shall accrue at the rate of two (2) days per year of service effective as of the date of hire. At the death of an employee, full accrual of severance pay shall be paid to his or her beneficiary.

## **ARTICLE 31**

### **BARGAINING UNIT WORK**

31.1 No one outside of the bargaining unit shall perform work normally performed by those within the bargaining unit unless agreement is made with the Union, excepting herefrom those student interns and part-time employees who may supplement the work force.

**ARTICLE 32**

**FINANCIAL INSTITUTION DEDUCTIONS**

32.1 The Town agrees to make payroll deductions for employees who so authorize such deductions for remittance to a financial institution which is operated under a federal or state charter. A deduction will be made at each pay period.

**ARTICLE 33**

**NO STRIKE/NO LOCKOUT**

33.1 The Union and its members will not cause, call or sanction any strike, work stoppage, or slowdown, or interference with Town operations, nor will the Town lock out its employees during the term of this Agreement.

33.2 It is agreed that all provisions of this Agreement are binding on each of the individuals covered by this contract.

**ARTICLE 34**

**DISCIPLINARY ACTION**

34.1 Whenever disciplinary action is contemplated by the Employer, the Employee shall be entitled to Union representation.

34.2 Where appropriate, disciplinary action or measures shall include, but not be limited to the following:

- A. counseling;
- B. oral reprimand;
- C. written reprimand;
- D. suspension;
- E. demotion;
- F. discharge.

34.3 The Employer shall, before or at the time of any suspension or termination, notify the employee and the Union in writing of the specific reasons for such action.

34.4 An employee against whom a disciplinary action has been taken which results in a demotion or dismissal may appeal the decision and proceed immediately to arbitration.

34.5 In the case of demotion, the Employer shall give the Personnel Director, the employee and the Union written notice of its intention to effect the demotion not less than five (5) work days before the date it is intended to become effective.

34.6 In all other cases of demotion, suspension or dismissal, the employee and the Union shall be notified on or before the effective date of such action.

34.7 Disciplinary action shall not be imposed upon an employee in the presence of other employees, nor shall the employee be subjected to personal attack, profanity or total disregard for his or her professional station and rank.

### **ARTICLE 35**

#### **INCENTIVE AND IN-SERVICE TRAINING**

35.1 With the approval of the Department Head (where appropriate) and the Human Resource Director, full-time employees may engage in training courses or participate in activities to further their education in the field in which they are employed.

35.2 Educational expenses may qualify and be reimbursed as follows:

- a. The course or activity shall be appropriate to employee's present or anticipated duties in their department.
- b. A course must be completed with at least a "B" average.

35.3 The amount of reimbursement by the Town of Johnston shall be fifty (50) percent for qualifying full-time employees for the cost of the course and books. Supplies such as writing instruments, notebooks, binders, staples, paperclips, calculators etc., are not reimbursable. Special supplies that might be required must be approved in advance by the Department Head (where appropriate) and the Human Resource Director.

### **ARTICLE 36**

#### **GRIEVANCE AND ARBITRATION PROCEDURE**

##### **36.1 Definition; Exemption; Exclusivity.**

A grievance is a dispute between the Employee or the Union and the Employer which involves the application, meaning or interpretation of the express provisions of this agreement; provided however, that an Employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this article shall compromise the sole and exclusive dispute resolution process for a grievance.

##### **36.2 Procedural Steps.**

Step 1. An aggrieved employee shall discuss his or her problem with his or her union representative and immediate supervisor outside the bargaining unit or the Personnel Director or manager who shall attempt to settle the problem within three (3) working days.

Step 2. If the grievance is not settled in Step 1, not later than ten (10) days, excluding weekends and holidays, after the event giving rise to the grievance, the Employee (or the Union) must submit his or her grievance in writing to his or her department director. The department director, or his or her designee, shall respond in writing within five (5) days, excluding weekends

and holidays, of the receipt of the grievance. Should the department director or his or her designee not respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

Step 3. If the grievance is not settled in Step 2, it shall be presented in writing by the Employee (or the Union) to the Personnel Director, within five (5) days thereafter excluding weekends and holidays. The Personnel Director shall give his or her written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Personnel Director fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

Step 4. If the grievance is not settled in Step 3, it shall be presented in writing by the Employee (or the Union) to the Mayor within five (5) days thereafter excluding weekends and holidays. The Mayor shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Mayor fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

### 36.3 Written Presentation.

All grievances presented in accordance with the procedures set forth in Section 36.2. shall be on Union grievance forms and shall include: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the names(s) of the aggrieved Employee(s); and remedy sought. All grievances shall be signed and dated by a duly authorized Union representative.

### 36.4 Time Limitations.

The time limitations set forth in Section 36.2 are of the essence of this Agreement and the

failure by an Employee (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 36.2, the Employer and Union may extend them by mutual written agreement.

36.5 Submission to Arbitration.

Any grievance, as defined in Section 36.1 of this article, that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, may be submitted to arbitration by the Union serving the Employer with a written demand for arbitration within thirty (30) days, excluding weekends and holidays, after the response of the Mayor is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the Employee's and Union's right to demand arbitration.

36.6 Arbitrator Selection.

The Union's demand for arbitration shall be submitted to the closest local office of the American Arbitration Association with a request that it furnish to the Union and the Employer a list of at least seven (7) qualified and impartial arbitrators. The arbitrator selection process shall be governed by the voluntary Labor Arbitration Rules in effect as of the date of the demand for arbitration. By agreement of the Union and the Town, an arbitrator may be selected outside the auspices of the American Arbitration Association.

36.7 Binding Effect.

Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

36.8 Fees and Expenses of Arbitration.

The fees of the American Arbitration Association and the fees and expenses of the

arbitrator shall be shared equally by the Union and the Employer.

**ARTICLE 37**

**SEVERABILITY**

37.1 If any portions of this Agreement are found to be in violation of the law, the remainder of the Agreement shall remain in full force and effect. In such an event, either party shall have the right immediately to reopen negotiations solely with respect to a substitute for such article, section or portion thereof.

**ARTICLE 38**

**ALTERATION OF AGREEMENT**

38.1 There shall be no alterations or modifications of this Agreement unless agreed to in writing and signed by both parties.

38.2 The waiver of any breach, condition, or application of this Agreement by either party shall not constitute a precedent in, or prohibit the future enforcement or application of any of the terms and conditions of this Agreement.

**ARTICLE 39**

**COMPLETE AGREEMENT AND UNDERSTANDING**

39.1 This Agreement constitutes the entire agreement and understanding between the Employer and the Union arrived at as the result of collective bargaining, except such amendments thereof as shall be reduced to writing and signed by the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demand with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and

agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE 40**

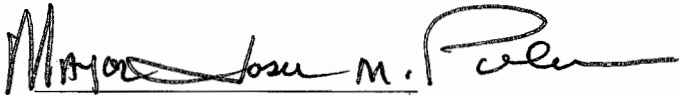
**DURATION**

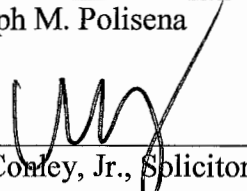
40.1 This Agreement shall be effective from July 1, 2016, through June 30, 2019 provided however, that the provisions of this Agreement shall be automatically renewed from year to year unless either party shall give written notice to the other party at least sixty (60) days before any subsequent expiration date, that it desires to terminate this Agreement.

Further, if at the time this Agreement would otherwise terminate, while the parties are in negotiations for a new Agreement, the terms and conditions, excluding any wage increase hereof, shall continue in effect so long as negotiations continue.

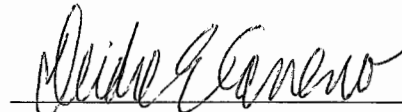
Executed this 14<sup>th</sup> day of June, 2017.

**FOR THE TOWN**

  
Mayor Joseph M. Polisena


  
William J. Conley, Jr., Solicitor

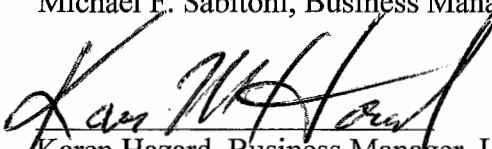
**ATTEST**

  
Deirdre G. Canero


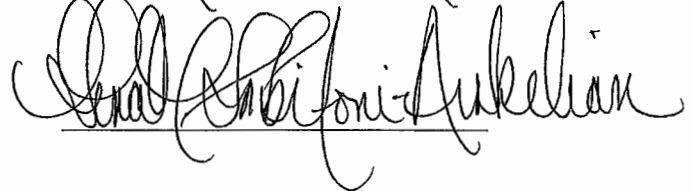
  
Deirdre G. Canero

**FOR THE UNION**

  
Michael E. Sabitoni, Business Manager, RILDC

  
Karen Hazard, Business Manager, Local Union 808

**ATTEST**

  
Michael E. Sabitoni  
  
Michael E. Sabitoni