

THE TOWN OF MIDDLETOWN AND
MMEA/NEARI, Local 869

TENTATIVE AGREEMENT
INFORMAL NEGOTIATIONS

The terms of the parties' collective bargaining agreement effective July 1, 2015 to June 30, 2018 will continue in the next agreement except as modified below:

1. ARTICLE 9 – SALARY AND WAGES

Amend Section 9.1 as follows:

- a) Add 1% effective 7/1/2018
- b) Add 1% effective 1/1/2019

2. ARTICLE 29 – DURATION

Amend dates to reflect an extension of the agreement commencing on July 1, 2018 and ending on June 30, 2019.

The foregoing tentative agreement shall be contingent upon the parties agreeing to terms on a final contract which shall be contingent upon final ratification by the Town Council and the Union membership.

TOWN OF MIDDLETOWN

Signature

Shawn J. Brown
Town Administrator
of Middletown, RI

Print Name and Title

Date

2/1/2017

WITNESS

Signature

Maureen D. Maurer
Executive Assistant to TAdmin

Date

2-1-17

MIDDLETOWN MUNICIPAL
EMPLOYEES ASSOCIATION
NEARI/NEA Local 869

Signature

Patricia S. Gould
President

Print Name and Title

Date

2/1/17

WITNESS

Signature

Mary C. O'Bryan
VICE PRESIDENT

Date

2-1-2017

AGREEMENT BETWEEN

THE TOWN OF MIDDLETOWN, RI

AND

**THE MIDDLETOWN MUNICIPAL EMPLOYEES ASSOC.
NEARI LOCAL 869**

FOR THE PERIODS

JULY 1, 2015 TO JUNE 30, 2018

**MIDDLETOWN MUNICIPAL EMPLOYEES
ASSOCIATION/NEARI
NEGOTIATIONS TEAM:**

Joseph Nunes, President

Pamela Gould, Vice President

Mary-Beth Sylvia, Secretary/Treasurer

Lisa Sisson, Member

Sharon Coughlin, Member

Jennifer Azevedo, Assistant Executive Director

**TOWN OF MIDDLETOWN
NEGOTIATIONS TEAM:**

Shawn Brown, Town Administrator

Timothy Cavazza, Legal Counsel

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PREAMBLE

This Agreement entered into by and between the Town of Middletown, hereinafter referred to as the "Town", and the Middletown Municipal Employees Association/NEARI, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Town and its employees, the establishment of equitable and peaceful procedures for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

UNION SECURITY

Section 1 Recognition.

- a. The Town recognizes the Union as sole and exclusive bargaining agent for purposes of collective bargaining for all employees in the bargaining unit. The bargaining unit for purposes of this Agreement shall consist of all employees designated in the Rhode Island State Labor Relations Board Certification of Representatives dated December 10, 1987, in Case No. EE-3422, except for the Administrative Secretary of the Town Administrator. Included in the bargaining unit shall be the Fire Department Records Clerk and all other municipal employees, as defined under Rhode Island General Laws 28-9.4-2(b).

Note: On July 1, 2004 the Title of Records Clerk will be changed to that of Administrative Assistant the parties agreeing that the position will remain in the Collective Bargaining Unit.

- b. The Town will not engage in collective bargaining for members of the bargaining unit with any organization other than the Union unless and until such time as the Union is no longer the duly certified sole and exclusive representative of said members for purposes of collective bargaining.

Section 1.2 Dues.

- a. The Town agrees to deduct Union dues, as established by the Union, from the pay of each member of the bargaining unit in equal amounts from each pay, as the frequency of pay periods may require, upon receipt from each such member of a written authorization therefore in a form acceptable to the Town. The amounts of such deductions for Union Dues are to be transmitted to the duly elected Treasurer of the Union by the 8th day of each successive month.
- b. All members of the bargaining unit who choose not to become members of the Union shall pay each month a lawful agency fee, which shall be no more than union dues as a condition of continued employment. The Town shall deduct and transmit such fee in the same manner as provided for Union dues in paragraph (a), above. The Union agrees to indemnify the Town and hold it harmless for any and all claims and liabilities asserted against the Town and cost incurred by it which arise out of such payroll deductions.

- c. The Union will notify the Town in writing not less than thirty (30) days prior to any change in the amount of Union dues or monthly agency fees.

Section 1.3 Union Officers and Representatives.

A written list of Union officers and representatives shall be furnished to the Town immediately after designation, and the Union shall immediately notify the Town of any changes therein.

ARTICLE 2

NON-DISCRIMINATION

Section 2.1 General.

Neither the Town nor the Union shall unlawfully discriminate against any employee in the bargaining unit because of such employee's age, sex, marital status, race, religion, color, creed, national origin, physical handicap or political affiliation.

Section 2.2 Union Activity.

The Town shall not unlawfully discriminate against any employee in the bargaining unit because of membership in, or legitimate activity on behalf of the Union.

Section 2.3 Gender.

The use of the feminine gender in this Agreement shall be construed as including both the feminine and masculine genders and not as a restriction on sex, unless the context in which such reference is made implies a contrary construction.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1.a Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, powers, rights, jurisdiction and responsibilities of the Town are retained by and reserved exclusively to the Town, including, but not limited to, the rights to manage the affairs of the Town; to maintain the methods, means, processes and personnel by which its operations are to be conducted; to determine the schedules and hours of work and the assignment of employees to work; to require from each employee the efficient utilization of her services; to relieve employees from duty because of lack of work or other legitimate reasons; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; to establish and enforce personnel policies and rules relating to the duties, responsibilities and working conditions of employees; to require an employee, based upon a valid reason, to submit to a physical examination by a physician of the Town's choice and at the Town's expense; and to take whatever action may be conducive to carrying out the mission of Town

government. The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Administrator by virtue of statutory and Charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement. The provisions of Article IX ("Personnel") of the Town Charter and Chapter 37 ("Civil Service") of the Town Code are incorporated in this Agreement, except where the provisions hereof are clearly at the variance therewith, in which cases the provisions of this Agreement shall be controlling.

Section 3.1.b

The only past practices of the parties which are intended to be binding on future conduct are those which the parties have expressly agreed upon as being binding practices in a writing signed by both parties and included in this Agreement.

ARTICLE 4

STRIKES AND LOCKOUTS

The Union will not cause, call or sanction any strike, work stoppage or slow-down, nor will the Town lock out its employees, during the term of this Agreement.

ARTICLE 5

PROBATIONARY PERIOD

Section 5.1

All original appointments within the classified service shall be for a probationary period of one (1) year from the date of hire as defined under Section 906 of the Middletown Town Charter and Chapter 37 of the Middletown Town Code, entitled "Civil Service".

Section 5.2

Probationary employees shall be entitled to receive salary increments and fringe benefits as provided by the Agreement. The Town shall have the complete discretion during the probationary period to determine whether or not to retain any employee for any reason.

Section 5.3

Upon completion of the probationary period, these employees shall be considered as permanent employees and shall be given credit on the seniority list retroactive to the date of actual service.

ARTICLE 6

SENIORITY

Section 6.1.a Definition of Seniority.

1. JOB CLASSIFICATION SENIORITY is the length of service of a bargaining unit member in a present position within a job classification (clerk, custodian, building inspector, animal control officer, general ledger accountant) within the bargaining unit.
2. BARGAINING UNIT SENIORITY is the total length of service for all bargaining unit positions held by a bargaining unit member.

Section 6.1.b Seniority shall govern accordingly, unless otherwise provided in this Agreement:

1. with respect to layoffs, recalls, transfers, promotions - by job classification seniority.
2. with respect to vacation preference , shifts, and days off - by job classification seniority within Departments.

Section 6.1.c Lists. Town shall establish two (2) seniority lists containing the seniority dates: (1) by job classification; and (2) by bargaining unit, which shall be updated annually on or before August 1. The Town shall provide the Union President with the initial seniority lists within thirty (30) days from the date of the execution of this Agreement. A copy of each list and annual update shall be furnished to the Union President upon completion, but no later than August 1.

Any disagreement as to the accuracy of said seniority list on the part of the Union, an employee or group of employees, shall be subject to the grievance and arbitration provisions of this Agreement and submitted to the Town Administrator within thirty (30) days of the Union President's receipt of said seniority lists, provided further that the accuracy of the initial Bargaining Unit Seniority list, established with the 1994-97 contract is permanent.

Section 6.1.d An employee shall forfeit all seniority rights accrued in the event that the employee:

1. is discharged for cause;
2. terminates employment voluntarily; or
3. fails to give notice within the five (5) working day period outlined in Section 6.2.c of this Article.

Section 6.1.e Employees whose jobs are abolished or eliminated shall be permitted to exercise their seniority rights in accordance with the lay-off provisions of Section 6.2 of this Article.

- Section 6.2.a** Whenever layoffs or a reduction of hours worked by an employee becomes necessary due to budgetary constraints or lack of work, affected employees will be laid off on the basis of their job classification seniority and those with the least seniority shall be laid off first.
- Prior to any such action, the Town Administrator shall meet with bargaining unit officers to discuss reasons for the action and identify those affected employees. Employees subject to layoff shall be entitled to two (2) weeks notice before layoff.
- Section 6.2.b** Whenever it becomes necessary to increase the work force, employees who have been subject to layoff within the past year shall be recalled in the reverse order of their layoff before any new employee is hired provided the employee is qualified for the position sought.
- Section 6.2.c** An employee who is eligible for recall shall be given fourteen (14) calendar days' notice of recall by certified mail. The certified mail notice shall be sent to the employee's address on file with the Human Resources Division payroll records, with a copy to the Union. Employee must notify the Town Administrator of her intention to return within five (5) working days of notice being received. The employee is responsible to provide the Human Resources Division with her latest mailing address.
- Section 6.2.d** Seniority shall be cumulative during periods of layoff up to a maximum of two (2) years.
- Section 6.3** **Leaves of Absence.** An employee returning from a leave of absence shall be reinstated in her previously held position. When the previously held position no longer exists, the returning employee shall be permitted to exercise her: (1) job classification seniority; and (2) bargaining unit seniority, provided she is qualified for the position she seeks in accordance with the terms of Section 6.2 of this Article.
- Section 6.4** **Grievability.** Any employee aggrieved with respect to seniority rights, as provided for in this Article, shall have the right to process the matter through the grievance procedure provided for in this Agreement.

ARTICLE 7

PROMOTIONS/VACANCIES/NEW POSITIONS/TRANSFERS

- Section 7.1.a** **Promotions/Vacancies/New Positions.** Whenever a promotional position, vacancy or new position within a Department becomes available, the Town shall determine the minimum qualifications necessary for the position and shall conduct such examinations and reviews as are deemed appropriate to determine the qualification of the applicants in accordance with Sections 903(c) and 903(d) of the Town Charter.

Section 7.1.b

Bargaining unit members who are applying for a promotional position shall have the following points added to their promotional exams, based upon their length of service:

1 - 2 years	-	1 point
3 years	-	3 points
4 years	-	4 points
5 years	-	5 points
6 - 10 years	-	7 points
10+ years	-	10 points

(promotional examination points and seniority points shall have a total of 110 points)

Section 7.1.c

Said positions shall be posted for a period of ten (10) working days. Such posting shall designate the job classification, job description, qualifications, departments, rate of pay, shift and location of the job.

Vacancies may be filled with temporary employees for no more than three months, except vacancies which occur due to promotions, in which case they may be temporarily filled for up to six months. In the case of approved leaves of absence (Article 8.6.b), the position may be filled for the duration of the leave. The three-month provision may be extended by mutual agreement in extraordinary circumstances.

Section 7.1.d

Appointments shall be made in accordance with the provisions of Section 903(d) of the Town Charter.

Section 7.1.e

The applicant who meets the minimum qualifications, as determined by the Town, shall be offered the position in accordance with the provisions of Chapter 37.028 of the Town Code, except that in the case of ties in the final rating, names shall be placed on the list by bargaining unit seniority.

Section 7.1.f

An employee who bids for a higher paying position and is awarded said bid, shall be placed at the first step that represents a pay increase for the higher pay grade.

Section 7.1.g

In the event of a dispute over the awarding of a promotion, vacancy or new position, the grievance and arbitration procedures set forth in this Agreement shall apply.

Section 7.2.a

Probational Trial Periods. All trial period permanent employee promotional appointments and transfers within the classified service of the bargaining unit shall be for a trial period of six (6) months. It is understood that during this period the employee will be given sufficient training to familiarize herself with the new position. During this period, the employee will continue to accumulate the classification seniority within the class title most recently held.

Section 7.2.b

In the event the Town decides that the employee is not satisfactorily performing the prescribed duties of the new job, or the employee decides that she prefers her previous position prior to the end of the trial period, she will be returned without prejudice to her previous position. The person hired to fill her previous position may be dismissed from her probationary status in that position at the discretion of the Town Administrator.

- Section 7.2.c** If an employee voluntarily returns to her previous position, she will not be considered for promotion to the same job classification she vacated for a period not to exceed twelve (12) months.
- Section 7.2.d** If an employee is on leave without pay or under injury in the line of duty (for an extended period of time) during her probationary/trial period, that probationary/trial period will be extended a comparable length of time to ensure sufficient evaluation opportunity by the Department Head.
- Section 7.3** **Transfers.** When an employee is transferred, said employee shall retain all rights accrued pursuant to this Agreement prior to said transfer. Prior to any voluntary or involuntary transfer, the Town Administrator shall meet with the employee(s) and the Union President, or her designee, to discuss the need for said transfer.

ARTICLE 8
HOURS OF WORK/JOB DESCRIPTION/
JOB REPLACEMENT

- Section 8.1.a** **Normal Work Week.** Full-time positions shall have one of the following regular work weeks as indicated:
1. Thirty-five (35) hour work week - five (5) seven (7) hour consecutive working days;
 2. Forty (40) hour work week - five (5) eight (8) hour consecutive working days;
 3. Non-standard schedule.
- Section 8.1.b** The normal work day shall be from 7:30 A.M. to 5:00 P.M. with a one (1) hour lunch period scheduled with the approval of the Department Head. The Department Head may adjust work schedules to meet the needs of the department.
- Section 8.1.c** The regular duty hours for the animal control officer and the police mechanic will be Monday through Friday from 7:00 A.M. to 3:30 P.M. (excluding contractual holidays) with a one half hour lunch.
- Section 8.2** **Overtime**
- Section 8.2.a** Overtime shall refer to work officially ordered or approved by the Town Administrator or his designee in excess of an employee's normal work week.
- Section 8.2.b** Time and one-half shall be paid to an employee for all work performed in excess of her standard work day. Time and one-half the hourly rate shall be paid to an employee for all work performed on Sundays or Holidays.
- Section 8.2.c** Overtime shall be computed for all services performed in excess of the regularly scheduled hours of duty to the nearest half-hour.

- Section 8.2.d** Call-back time is when an employee is ordered to report back to work after departing from their regularly scheduled shift. Call-back time shall be compensated at the rate of time and one-half (1.5) the regular hourly rate and time and one-half (1.5) the regular hourly rate for work on Sundays and holidays. Minimum callback pay shall be two (2) hours.
- Section 8.3.a** **Distribution of Overtime.** Regular and foreseeable overtime shall be offered by job classification seniority to employees on a rotating basis, as approved by the Town Administrator.
- Section 8.3.b** First preference for overtime work shall be offered to the employee for whose job the work is necessary.
Second preference shall be given to any employee within the same department capable of performing the required work.
Third preference shall be given to any Employee within the bargaining unit capable of performing the required work.
- Section 8.3.c** In the event that no employee elects to accept overtime, the supervisor shall assign the least senior qualified employee to the overtime assignment.
- Section 8.3.d** In those cases where a legitimate concern is expressed as to the assignment of overtime within a department, such concern shall be discussed with the Department Head.
- Section 8.4.a** **Job Descriptions.** All job descriptions for positions that are covered by this Agreement shall be considered as a part of this Agreement. A copy of each job description for each bargaining unit position shall be furnished to the Union President.
- Section 8.4.b** Prior to the adoption of any new or modification of any present job description, the Union shall have the right to review and comment on them.
- Section 8.4.c** The Union President or her designee shall be informed of any changes in job descriptions of positions covered by this Agreement.
- Section 8.5** **Personnel Files.** An employee has the right to see the official personnel file regarding her job performance maintained by the Human Resources Office. An employee has the right to attach any material as a rebuttal or explanation of performance. An employee, in writing, may grant permission to allow a Union representative designated by the Union President, to view and obtain copies of material contained in her file.
- Section 8.6.a** **Leave of Absence.** An employee covered by the terms of this Agreement may be eligible for a leave of absence, not to exceed six (6) months. Employee must request said leave from the Town Administrator, in writing, not less than thirty (30) days prior to the commencement of said leave unless it is an emergency. An additional six (6) months leave of absence may be requested by an employee, in writing, with the thirty (30) days notice to the Town Administrator. As the provisions of this agreement are short term rewards for active service, employees who are absent for active military service shall be entitled to none of the benefits of this Agreement, including but not limited to the accrual of any annual or sick leave, except to the extent they are expressly granted eligibility for

certain benefits in other Articles of this Agreement or as may otherwise be required by law.

Section 8.6.b When an employee is on a leave of absence, a temporary employee may be hired for the duration of the leave.

ARTICLE 9
SALARIES AND WAGES

Section 9.1 **Salaries are set forth in Appendix A**

Salary increases for existing employees as follows:

FY2016: 1 ½ %

FY2017: 2 %

FY2018: 2 ¼ %

Effective July 1, 2015, Appendix A shall be amended by eliminating all steps above Step C from each job classification. Thus, the Steps shall range from "A" to "C." Those individuals who are at Steps D or E as of June 30, 2015, will move to Step C, but their salaries will be red circled at the then current level, but subject to the pay increases set forth above. Those individuals who are at or below Step C as of June 30, 2015 shall not advance beyond Step C.

Section 9.2 **Administration Position Classification.** This is a modification of job classification position titles. The respective current job classification position titles shall remain the same and become sub-classifications of the generic job classifications. (e.g. Clerk, Custodian, Animal Control Officer, Assistant Building Inspector).

<u>Current Position</u>	<u>Grade Classification</u>	<u>Title Classification</u>
Records Clerk-Police	6	Clerk
Facilities Maintenance	5	Custodian
Custodian Police Department	5A	Custodian
Tax Collections Clerk	8	Clerk
Finance/HR Clerk	7	Clerk
Clerk –Land Evidence	6	Clerk
Clerk-Probate	6	Clerk
Assessment Clerk 1	6	Clerk
Voter Registrar/Municipal Court	6A	Clerk
Mechanic Police Dept	6A	Mechanic
Administrative Assistant	7	Administrative Assistant
Animal Control Officer	8	Animal Control Officer
Supervising Assessing Clerk	8	Clerk
Sewer Collections Clerk	8	Clerk
Asst Building Inspector	11	Asst Building Inspector
Accts Payable Clerk	8A	Clerk
Zoning Enforcement Officer	8A (PT)	Zoning EO
Technology Suppt Specialist	10	Tech Support Specialist
General Ledger Accountant	11A	General Ledger Accountant
Principle Planner/GIS	11A	Principle Planner

Section 9.3 Employee Promotions

Section 9.3.a Salary Determination. An employee who is promoted to a higher classification shall be placed at the first step representing a pay increase for the higher pay grade.

Section 9.3.b Anniversary Date. An employee's anniversary date shall be the initial date of employment, provided the employee remains in her employment on a continuous basis.

Section 9.3.c Salary Increment Date. An employee's regular salary increment date shall be determined as of the starting date in her current position. Upon reclassification, the salary increment date will be the effective date of the reclassification action.

Section 9.3.d Work in Higher Classification. If an employee is required to work out of classification for a minimum of five (5) full, consecutive workdays assuming the responsibilities of the higher classification position, the employee will be compensated at the higher classification level. If disputed, the employee may either follow the grievance procedure or may have an informal hearing directly with the Department Head and Town Administrator. Such employee retains the right to have a Union representative attend the hearing with the Town Administrator and Department Head.

Section 9.3.e **Temporary Disability Insurance.** The Town agrees to deduct the statutorily required amounts from each employee's salary to cover the Rhode Island Temporary Disability Insurance Program.

ARTICLE 10
LONGEVITY

Section 10.1 All employees hired prior to July 1, 2012 with more than four (4) years of continuous service will receive longevity payments in accordance with the schedule below:

Upon the commencement of the 5th year	5.25% of base salary
Upon the commencement of the 10th year	6.25% of base salary
Upon the commencement of the 15th year	7.25% of base salary
Upon the commencement of the 20th year	8.25% of base salary

Employees hired on or after July 1, 2012 shall not receive longevity payments.

Section 10.1.a For employees hired prior to July 1, 2012, time while on layoff shall not be counted in determining an employee's continuous service under Section 10.1 herein.

Section 10.2 Employees hired prior to July 1, 2012 will have the option of receiving their longevity payment in one lump sum on the pay date following their anniversary date, or receiving their longevity payment spread over the 26 bi-weekly pay periods, beginning on the pay date following their anniversary date. Employees must elect the bi-weekly option on their anniversary date, and those who elect to receive longevity on a bi-weekly basis, cannot change this election until their next anniversary date. Longevity payments will be added to the employee's annual salary for pension purposes.

ARTICLE 11
PENSION

Section 11.1 The parties agree that the Town may employ or retain any administrator for purposes of investing, assisting the Town in determining and altering investment strategies from time to time and otherwise administer the plan and its funds, provided, however, that the benefits owed to present and future retirees shall not be affected by any change in administrators, investments or investment strategies, as the parties intend this to be a defined benefits plan.

Section 11.2 All employees hired after June 30, 1999, but before July 1, 2012, under the terms of this Agreement shall be enrolled in the Rhode Island Municipal Employees' Retirement System.

Section 11.3

All employees hired on or after July 1, 2012 shall, in lieu of the foregoing benefits in this Article, be enrolled in a defined contribution plan (i.e., a 403(b) plan or equivalent thereof) established by the Town.

Under the defined contribution plan, the Town of Middletown shall contribute six percent (6%) of the employee's annual compensation (as set forth in Appendix A), excluding overtime, into this plan. Employees enrolled in this plan shall contribute a minimum of six percent (6%) of the employee's annual compensation (as set forth in Appendix A), excluding overtime, into this plan to be paid through payroll deduction. The employee may contribute additional funds to his or her account as allowed by the Internal Revenue Code.

ARTICLE 12

HOLIDAYS

Section 12.1

All employees covered by this Agreement shall be entitled to eleven (11) paid holidays. The holidays are as follows: New Year's Day President's Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Martin Luther King's Birthday.

Section 12.2

Whenever a holiday falls during an employee's annual leave or sick leave, the employee shall not be charged for that day off.

Section 12.3

In the event that a holiday falls on a Saturday, employees shall have the preceding Friday as the holiday. In the event that the holiday falls on a Sunday, employees shall have the following Monday as the holiday.

ARTICLE 13

ANNUAL LEAVE

Section 13.1.a

Annual leave shall be granted to members of the bargaining unit as follows:

0 through year 1 of service Based on accrual rate of 0.75 day/month of service

1 through 3 years of service 9 working days

4 through 5 years of service 12 working days

6 through 15 years of service 19 working days

After 15 years of service 26 working days

Section 13.1.b

Annual Leave shall be credited as of July 1st of each fiscal year. In the event an employee is laid off and then recalled, the employee shall be credited, on the next

July 1st following recall, with a pro rata share of annual leave in accordance with Section 13.1.a herein based on the amount of time the employee had worked during the year of his/her layoff. New employees, who have not completed a full year as of July 1st, will receive the amount they have accrued since their hire date, on July 1st. The remainder will be credited to them on their 1-year anniversary date.

- Section 13.1.c** Department heads shall be responsible for the approval of vacation periods of employees under their jurisdiction in accordance with seniority, as contained in this Agreement, and subject to the service demands of their department.
- Section 13.1.d** Employees shall not be called back to work while on vacation except for emergency work, and if called back, shall have the regular vacation day restored and shall receive time and one-half (1.5) for hours worked.
- Section 13.1.e** Annual leave may be accumulated up to a maximum of sixty (60) days. For those employees hired on or after 7/1/2007 annual leave may be accumulated up to a maximum of forty-five (45) days. For those employees hired on or after 7/1/2015, annual leave may be accumulated up to a maximum of thirty (30) days.
- Section 13.1.f.** Employees shall be allowed to sell back up to five (5) days of annual leave to the Town each year at their salary rate provided funds are available.
- Section 13.2.a** **Personal Leave.** Employees covered by the terms of this Agreement shall receive twenty-eight (28) hours of personal leave per year, which cannot be accumulated from one fiscal year to the next.
- Section 13.2b** In addition, all members of the bargaining unit shall receive as a personal leave day, the day following Thanksgiving.

ARTICLE 14

SICK LEAVE

- Section 14.1** Sick leave shall be granted at the rate of 13 days per fiscal year, credited as of July 1st of each fiscal year. New employees shall earn one (1) day of sick leave per month through June 30, granted in advance.
- Section 14.1.a** In the event an employee is laid off and then recalled, the employee shall be granted, on the next July 1st following recall, a pro rata share of sick leave in accordance with Section 14.1 herein based on the amount of time the employee had worked during the year of his/her layoff.
- Section 14.2** Sick leave shall be granted for physical illness or incapacity rendering the employee unable to perform the duties of her position or the duties of another position in the Department. Sick leave is a benefit which shall not be abused. An employee who abuses sick leave shall be subject to disciplinary action. The

provisions of Section 7-47 of the Town Code concerning medical certificates shall be applicable.

Section 14.3 Upon retirement, death, or resignation from Town employment, an employee covered under the terms of this Agreement shall be paid for all unused, accrued sick leave at the rate of two dollars (\$2) per hour accrued to a maximum of one thousand two hundred dollars (\$1200.00). This payment shall not be included for pension purposes.

Section 14.4 Employees shall have the right to use ten (10) days of accrued sick leave to care for a sick child, parent, spouse and domestic partner. Domestic partner shall be defined as a person for whom the employee has obtained domestic partner health insurance benefits pursuant to the Town's group medical insurance plan carrier's then-prevailing rules.

ARTICLE 15

BEREAVEMENT LEAVE

Section 15.1 Bereavement leave of up to three (3) days shall be granted, without loss of pay for employees, following the death of the following family members: sister, brother, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, step-child, step-parent and domestic partner. Domestic partner shall be defined as a person for whom the employee has obtained domestic partner health insurance benefits pursuant to the Town's group medical insurance plan carrier's then-prevailing rules.

Section 15.2 Bereavement leave of up to four (4) days shall be granted, without loss of pay for employees, following the death of the following family members: spouse, parent, and child.

Section 15.3 In the case of other family members, appropriate time off shall be granted for the purpose of attending the wake and/or funeral.

Section 15.4. More time in individual cases, due to unusual circumstances or for reasons other than those cited above shall be granted subject to the discretion of the Town Administrator.

Section 15.5 If a death occurs in the immediate family during an employee's vacation, applicable bereavement leave days following within the funeral week will not be charged to annual leave.

Section 15.6 When required, additional time shall be charged to annual leave.

ARTICLE 16
UNION BUSINESS LEAVE

Section 16.1 The President and other officers of the Union shall be granted reasonable time off during working hours without loss of pay for negotiations.

In addition the President or her designee shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances, attend meetings, including grievance hearings with the Town Administrator and/or arbitrator

ARTICLE 17
MATERNITY AND PARENTAL LEAVE

Section 17.1.a **Maternity Leave.** A pregnant employee so certified by a physician shall be entitled to use accrued sick leave for anytime she is unable to work for medical reasons

Section 17.1.b At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.

Section 17.1.c A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties and her continuance at work does not deprive her fellow employees of their contractual rights.

Section 17.1.d Employment practices and policies including commencement and duration of leave, the availability of leave extensions, accrual of seniority, all health and temporary disability insurance, and all other benefits and privileges shall be applied equally to female employees on leave due to pregnancy, miscarriage and childbirth and upon return, they shall be restored to the position they held at the time such leave commenced.

Section 17.2.a **Maternity Leave Without Pay.** An employee who becomes pregnant may elect to request maternity leave, without pay, not to exceed one (1) year, at any time upon submission of a doctor's statement certifying pregnancy and the anticipated date of childbirth. Such leave must be requested at least thirty (30) days in advance of the requested starting date for leave.

Section 17.2.b An employee on such leave shall be entitled to reinstatement in the same position upon return, provided the Department Head is notified thirty (30) days in advance of the employee's intent to return.

- Section 17.3.a** **Parental/Family Leave.** In lieu of maternity leave an employee may elect parental or family leave without pay, not to exceed one (1) year, as defined in Title 28, Chapter 48 of the Rhode Island General Laws. Such leave must be requested at least thirty days (30) prior to the requested starting date of such leave.
- Section 17.3.b** An employee on parental/family leave may remain in the town group health and dental insurance plans by making the payment on a monthly basis. The town shall return such payments to the employee within ten (10) working days following the employee's return to employment.
- Section 17.3.c** At the expiration of Parental/Family leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- Section 17.3.d** If an employee makes a request to return to work earlier than the date specified in granting the leave, the Town will reemploy her upon thirty (30) day written notice.
- Section 17.4.a** All accumulated sick leave and all other leave benefits to which an employee was entitled at the time her leave of absence commenced shall continue upon return to duty.
- Section 17.4.b** The provisions of this Article shall not, in any way, diminish the rights of bargaining unit members under Chapter 28-48 of the General Laws of Rhode Island.
- Section 17.4.c** Any leave taken pursuant to this Article 17 shall run concurrently with any leave entitlement under applicable family medical leave laws and / or the Rhode Island Temporary Caregiver Insurance act, unless otherwise required by law.

ARTICLE 18

HEALTH AND DENTAL INSURANCE

Section 18.1.

All active, full-time, regular employees shall be provided with health insurance benefits comparable to those, which presently exist, Preferred Provider product, individual or family, as appropriate, as long as the benefits are available to the Town. The plan design for the PPO product shall consist of:

A \$250 (individual) / \$500 (family) deductible/coinsurance plan
Primary Care Physician office visits \$15.00
Specialist's office visits \$25.00
Urgi-Medical Centers \$50.00
Emergency Room visits \$100.00
Vision Rider \$100.00
Chiropractic office visits – 12 annual visits