

**AGREEMENT BETWEEN
THE TOWN OF TIVERTON
AND
RHODE ISLAND COUNCIL 94, A.F.S.C.M.E.
ON BEHALF OF THE TIVERTON TOWN EMPLOYEES
LOCAL 2670 A**

JULY 1, 2022-JUNE 30, 2025

AFSCME COUNCIL 94 LOCAL 2670A CONTRACT

July 1, 2022 through June 30, 2025

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**ARTICLE 1
RECOGNITION**

- 1.1 The Town of Tiverton (the "Employer or the "Town") recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and all other conditions of employment for all employees in the bargaining unit.
- 1.2 The bargaining unit, for the purpose of this agreement, shall consist of all clerical employees of the Town of Tiverton, the municipal maintenance foreman/laborer, Police maintenance mechanic, custodian, animal officer, Control Center Operator and assistant director of the Senior Center.

**ARTICLE 2
MANAGEMENT RIGHTS**

- 2.1 It is understood and agreed that the Town of Tiverton has the sole power to manage and control the operations of its work force and has the right to issue rules and regulations subject to the terms and conditions of the agreement and also established past practices. For the purposes of this agreement, past practice is accorded the equivalent force of express meaning within the contract only when the number of occasions or unvarying application over a reasonably extended time demonstrates a knowing and willing acceptance by both parties of a consistent and identical outcome. Either the Town or the Union may end any established past practice by providing written notice to the other party that it no longer intends to be bound by the past practice. This notification must describe the past practice and set forth the effective date of the termination of the practice. Neither party is obligated to follow the practice thirty (30) days following this notification, and the parties will meet during that 30-day period to discuss the effects, if any, resulting from the elimination of such past practice.
- 2.2 Except as abridged or restricted by any provision of this Agreement or by applicable law, the rights of the Employer, through its management officials, shall include but are not limited to the following:
 - a. The right to determine its mission, policies and to set forth all standards of service offered to the public.
 - b. The right to plan, direct, control and determine the operations or services to be conducted by its employees.
 - c. The right to determine the methods, means, number of personnel needed to carry out the department's mission.

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- d. The right to direct the working forces, including the right to assign work or overtime.
- e. The right to promote and the right to suspend, discipline or discharge for just cause.
- f. The right to lay off or relieve employees due to lack of work or funds or for other legitimate reasons.
- g. The right to make, publish and enforce rules and regulations.
- h. The right to introduce new or improved methods, equipment or facilities.
- i. The right to take any and all actions as may be necessary to carry out the operations of the Employer in situations of emergency.
- j. The right to hire full-time, part-time, and/or temporary employees, as the needs and budgetary constraints of the Town dictate; provided that the use of temporary employees will not normally exceed thirteen (13) weeks, with notification and explanation to the Union for any use of temporary employees in excess thereof.

The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Administrator by virtue of statutory and charter provisions.

- 2.3 Notwithstanding any provision of this Agreement to the contrary, in the event of a declared emergency pursuant to Article 4, Section 4.05 of the Town's Home Rule Charter, a member deemed to be essential may be assigned duties in any department or agency and without regard to such assignment falling within the limits of his or her normal job description and/or duties. For the purposes of this section, an emergency shall be defined as a condition which endangers the health, safety or welfare of persons within the Town or which threatens damage to property within the Town, whether privately or publicly owned.

**ARTICLE 3
UNION SECURITY AND DUES DEDUCTION**

- 3.1 The Employer agrees to the adoption of exclusive Union check off system, whereby Union dues or lawful, voluntary service fees, as established by the Union, will be withheld from the employee's pay at source in equal amounts from each pay, as the frequency of pay periods may require. Such withholdings and a related list of employees are to be transmitted to the Rhode Island Council 94, AFSCME, AFL-CIO, 1179 Charles Street, North Providence, Rhode Island 02904 by the 15th day of each month.

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- 3.2 The Employer agrees that it will make such withholdings for each employee for whom the Union furnishes it a current signed written authorization for an assignment in respect to such withholdings. Such written authorization and assignment shall be placed on a card of suitable size and shall be properly signed and identified by the affected employee.
- 3.3 The Union will furnish the Employer with a list of current regular monthly membership dues and lawful, voluntary service fees including arrearages consistent with the dues deduction authorization and assignment.
- 3.4 The Union will indemnify and save the Employer harmless with respect to any claim, suit, judgment or other liability resulting from any deduction made from the employee's pay. The Union shall also indemnify and save harmless the Employer in any case where an individual has signed and delivered to the Union such authorization and assignment, but the Union has failed to notify the Employer thereof and accordingly deduction has not been made from the employee's pay. The Employer will cooperate with the Union in the defense of any such claim by notifying the Union thereof and furnishing the Union with any applicable data.
- 3.5 The Union will notify the Employer thirty (30) days prior to any change in such withholdings.
- 3.6 The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization, or with any individual, so long as the Union is the bargaining representative.
- 3.7 The Union will make every effort to cause its members to honor and fully perform their employment agreement.

**ARTICLE 4
NON-DISCRIMINATION**

- 4.1 The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this agreement because of membership or non-membership in, or legitimate activity on behalf of the Union, nor will the Employer encourage membership in another union.
- 4.2 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, creed, national origin, sexual orientation, gender identity or expression, physical or mental disability or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision to the agreement.

- 4.3 The Union will represent employees in the unit without discrimination on the basis of age, race, creed, color, religion, nationality, sex, sexual orientation, gender identity or expression, physical or mental disability or marital status and will represent equally all employees in the unit without regard to membership or participation in any employee organization.
- 4.4 The term "his" as used herein shall include the masculine and feminine genders.

**ARTICLE 5
HOURS OF WORK**

5.1 Unit 1 Employees: All positions shall consist of:

- a. Town Hall Employees (excluding Maintenance, DPW Administrative Clerk, and Fire Chief's Administrative Clerk)

Standard Work Week of 35 hours – 5 consecutive days – Monday through Friday.

The Town shall have the authority to implement flex-scheduling on one recurring day each week such that one employee in each office within Town Hall is assigned to work from 10:30 A.M. until 6:00 P.M. with a ½ hour unpaid lunch, while the remaining employees in each office are assigned to work their regular hours. The said flex schedule for employees would be determined by the department head/management with input from the affected employees to ensure proper coverage. The Town agrees that a department head or the Town Administrator would be present during the flex schedule until 6:00 P.M. The parties agree to meet upon reasonable request, but in no event less frequently than every 6 months, to discuss any issues surrounding the flex-scheduling established in this paragraph.

- b. Department of Public Works/Maintenance – (Excluding Police Department)

Foreman Laborer – Standard Work Week of 40 hours per week – Monday through Friday – 7:00 A.M. to 3:30 P.M. with one half hour unpaid lunch.

Custodial Maintenance – Standard Work Week of 40 hours per week – Monday through Friday – 7:00 A.M. to 3:30 P.M. with one half hour unpaid lunch.

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Department of Public Works Administrative Clerk – Standard Work Week of 40 hours per week – Monday through Friday.

Standard Work Day – 8:00 A.M. to 4:30 P.M. with one half hour unpaid lunch or similar schedule agreed upon by the DPW Director and the Administrative Clerk. Said employee is eligible for paid overtime when excess work beyond the normal 40 hours per week is required.

c. Part Time Assistant Director – Senior Center

Standard Work Week of 20 hours per week – Monday through Friday, with hours to be mutually determined by the Director and the employee.

d. Fire Chief's Administrative Clerk

Standard Work Week – 40 hours – Monday through Friday

Standard Work Day – 8:00 A.M. to 4:30 P.M. with one half hour unpaid lunch or similar schedule agreed upon by the Fire Chief and the Administrative Clerk. Said employee is eligible for paid overtime when excess work beyond the normal 40 hours per week is required.

5.2 Unit 2 Employees: All positions shall consist of:

a. Police Chief's Administrative Clerk

Standard Work Week – 40 hours – 5 consecutive days – Monday through Friday, with hours to be mutually determined by the Chief and the employee.

b. Records Room Senior Clerk

Standard Work Week – 40 hours – 5 consecutive days – Monday through Friday, with hours assigned at the discretion of the Police Chief, with one half hour paid lunch; provided, the Police Chief will provide as much advance notice as practical of any change of hours.

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Records Room Clerk/Municipal Court Clerk

Standard Work Week – 40 hours – 5 consecutive days – Monday through Friday – 7:00A.M. to 3:00P.M. with one half hour paid lunch. On court days, hours shall be 9:00 A.M. to 5:00 P.M.

c. Control Center Operators

Standard workweek of 37 ½ hours. The regular work schedule for Control Center Operators shall consist of four (4) consecutive days of work followed by two (2) days off. The regular work day for Control Center Operators shall be as follows:

FIRST SHIFT: 11:00 P.M. to 7:00 A.M. with one half hour paid lunch.

SECOND SHIFT: 7:00 A.M. to 3:00 P.M. with one half hour paid lunch.

THIRD SHIFT: 3:00 P.M. to 11:00 P.M. with one half hour paid lunch.

SPLIT SHIFT: 7:00 A.M. to 3:00 P.M. - First day
7:00 A.M. to 3:00 P.M. - Second day
3:00 P.M. to 11:00 P.M. - Third day
3:00 P.M. to 11:00 P.M. - Fourth Day

The above shift includes one half hour paid lunch and shall have a standard workweek of 37 ½ hours.

SPLIT DUTIES: 7:00 A.M. to 3:00 P.M. – Chief's discretion
11:00 P.M. - 7:00 A.M. - Control Center Operator two (2) days.

The above shift includes one half hour paid lunch and shall have a standard workweek of 37 ½ hours.

Control Center Administrator

Standard Work Week – 40 Hours – 5 consecutive days – days and hours at the discretion of the Police Chief with one half hour paid lunch. The duties and selection of the Control Center Administrator will be at the discretion of the Police Chief. The Control Center Administrator will be responsible to coordinate training, scheduling, and staffing of the control center.

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Notwithstanding the above, the Police Department shall have the ability to assign/schedule in both emergency and non-emergency situations (i.e., at all times) the Split Duties Clerk or the Animal Control Officer to full time dispatching duties. If the Split Duties Clerk and the Animal Control Officer are unavailable and/or not qualified for such assignment (as determined by the Police Chief), the Police Department shall have the ability to assign/schedule in both emergency and non-emergency situations (i.e., at all times) the Police Chief's Secretary or either of the Records Room Clerk positions to full time dispatching duties, provided they are available and qualified for such assignment (as determined by the Police Chief). For purposes of this Section, and Section 8.2 "emergency" refers to circumstances where more than one of the regularly assigned CCO employees is out of work for an extended period of time (extended period of time to mean two (2) weeks or more) or when the Town is otherwise unable to staff the Control Center Operations.

d. Maintenance/Mechanic

Standard Work Week - 40 Hours - 5 Consecutive Days - Monday through Friday

Standard Work Day - 7:00 A.M. to 3:30 P.M. with one half hour unpaid lunch.

In the absence of the Maintenance / Mechanic the Town Maintenance Department staff will be responsible for dumping trash and cleaning of the Police Department as would have been done by the Police Maintenance staff person.

e. Animal Control Officer

Standard Work Day - 7:00 A.M. to 3:00 P.M., with one half hour paid lunch. Standard Work Week - 40 hours - Monday through Friday

5.3 Time Change. Any Control Center Operator who works the First Shift on the date of time change, pushing the clocks back one hour, will receive one hour extra pay for the extra hour worked. Any Control Center Operator who works when the clocks are pushed ahead on the First Shift, thereby working one hour less, shall have one hour deducted from his pay. The hour added and deducted shall be at straight time.

5.4 a. Minimum Staffing requirements, if any, previously contained or expressed in this agreement, are hereby removed from this Agreement.

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The number of employees in the respective departments listed below are as follows:

<u>Employees</u>	<u>New #</u>
<u>Dept</u>	
Tax Collector	1 ½
Tax Assessor	1 ½
Treasurer	2
Town Clerks	3

1. There shall be 1 Clerk who shall split time, on an as-needed basis between the Tax Collector's and the Tax Assessor's Office;
 2. All AFSCME employees in Unit 1 shall be cross trained within their own unit.
 3. With respect to the Police Department, there shall be only 1 CCO working the shift from 7:00 a.m. to 3:00 p.m. and 2 CCO's working the shift from 3:00 p.m. to 11:00 p.m. and only 1 CCO working the shift from 11:00 p.m. to 7:00 a.m.
 4. There shall be only 1 Dispatcher CCO for both (not each of) the police and fire departments. This does not mean to create minimum staffing.
 5. The Town may explore regionalizing the dispatch center which will necessitate adding additional dispatchers from other communities. Should dispatchers come from another community, the Town and the Union would discuss integrating them as additional employees.
- 5.5. In the event of an emergency closure (snow, hurricane, etc.), as declared by the Town Administrator, "non-essential" employees shall not report to work and will be charged for the use of a personal day, compensatory or vacation time. Employees could also choose to take the time unpaid. A list of "essential" employees shall be compiled by the town and attached to this contract as Exhibit A. Notwithstanding the foregoing, for the first emergency closure in any fiscal year, the Town will pay "non-essential" employees scheduled to work on the day of the closure their standard rate of pay for that day. For all other emergency closures occurring during the fiscal year, the first two sentences of this Section 5.5 shall apply.

**ARTICLE 6
PREMIUM PAYMENTS**

- 6.1 The following premium payments shall apply to all employees covered by this agreement. Such payment should be in the form of salary unless the employee and the Employer prefer compensatory time off. The department supervisor must approve all non-emergency compensatory time in advance. Compensatory time will be paid at the rate of one and one-half hours for each hour of employment for which overtime compensation is required under this Agreement. An employee may accumulate only up to 150 compensatory hours (100 straight time hours). Compensatory time can only be earned for work performed for which overtime compensation is required. The department head must approve all requests for use of compensatory time by employees. All compensatory time off has to be used within 45 days after it is earned, however requests for use of compensatory time may be denied if the use of the time off will unduly disrupt the operations of the department or Town. Whether denial of use of compensatory time is appropriate will be determined in accordance with the provisions of 29 CFR 553.25. The Union will get a six (6) month update and copy.
- 6.2 Overtime shall be paid only after an Employee has worked at least an entire standard work week's hours for that Employee during that work week; provided, if any Employee shall take a sick day or unscheduled vacation day or unscheduled personal day off during that work week and that Employee shall work an overtime shift, then that Employee shall be paid at straight time, unless and until that employee exceeds that Employee's entire standard work week's hours worked during that work week, in which case, any time which exceeds that Employee's entire standard work week's hours shall be paid at the rate of time and one half. For the purposes of this section, a personal and/or vacation day is considered "unscheduled" if the employee did not request and receive approval for such day at least two weeks in advance.
- 6.3 Time and one half in addition to holiday pay shall be paid for holidays worked.
- 6.4 An employee who has been called back to work on a vacation day shall be granted compensatory time off and will return to work only on a voluntary basis. This will exclude CCO.'s, who will receive time and one half.
- 6.5 In any twenty-four (24) hour period, an employee who has worked sixteen (16) hours shall be entitled to eight (8) hours rest before reassignment.
- 6.6 There shall be no pyramiding of overtime and/or premium pay under any circumstances.

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**ARTICLE 7
CALL BACK**

- 7.1 An employee who is called back to duty shall receive time and one-half his or her regular hourly rate for all hours worked, with a minimum of four (4) hours; provided, however, the employee called back to duty shall be required to work the entire four (4) hours of such callback. If the Town determines that an employee called back to duty is not needed for the entire four (4) hours, the employee may voluntarily choose to leave early and will be compensated for all hours actually worked for such callback.

**ARTICLE 8
CCO SHIFT SUBSTITUTIONS, SHIFT DIFFERENTIAL AND POSTINGS**

- 8.1 The right to substitute shifts at any time shall be permitted, provided that permission to substitute must be obtained from the Chief of Police or, in his absence, the Deputy Police Chief or a designee appointed by the Police Chief. Pay back of these substitutions must be done within a two (2) week period with no exceptions. The above can also be referred to as "Mutual Swaps".
- 8.2 All shifts must be posted on the bulletin board at the Tiverton Police Department Headquarters for a minimum of seven (7) days prior to the shift becoming effective. All extra shifts shall be posted approximately fifteen (15) days in advance of the commencement of the same. Said posting is to be on the bulletin board at Police Department Headquarters. All Control Center Operators will bid for these extra shifts and will be voluntarily assigned based on seniority. If within seven (7) days before commencement of any extra shift, CCO's have not voluntarily requested assignment to the shift, the Chief of Police may assign a part time CCO, or assign a full time CCO to the shift, or on an emergency situation basis when more than one CCO is out of work for an extended period of time (extended period of time to mean two (2) weeks or more), any other bargaining unit member who is qualified to perform CCO duties. Nothing herein will prohibit the Town from being able to hire a part time employee to perform overtime and call back dispatcher duties. Involuntary assignments shall be made by seniority on a rotating basis, beginning with the CCO with the least seniority and rotating up the line of seniority, excluding CCO's on sick leave, bereavement leave or vacation. Rotations shall start on the first day of each month.
- 8.3 Any employee who works the third shift shall receive forty (40) cents an hour differential increase in pay. The third shift shall be those hours worked between 3:00 P.M. and 11:00 P.M. Any employee who works the first shift shall receive a twenty-five (25) cents an hour differential increase in pay. The first shift shall be those hours worked between 11:00 P.M. and 7:00 A.M. Shift differential shall not be paid to employees whose shift begins before 3:00 P.M.

- 8.4 Individuals in the per diem CCO position will not be entitled to any benefits under the contract between the Town and Local 2670A.

The assignment of hours of work to per diem CCO's will be made at the sole discretion of the Chief of Police and any such assignment(s) will not be subject to the contractual grievance procedure.

If the per diem CCO position becomes a regular part-time position (19 hours or more per week) this position will be entitled to all the same benefits as other part-time positions of the bargaining unit.

Individuals in the per diem CCO position will be allowed to bid on CCO positions according to the contract. Bidding on clerical positions in the bargaining unit, the employee bidding will be required to take any test for the position if not previously taken. Preference will be given to employees in the per diem CCO position who bid on other clerical positions over an outside (out of bargaining unit) bidder unless the Town can show that the outside bidder is more qualified.

**ARTICLE 9
VACATIONS**

- 9.1 It is agreed full time employees and 52-week employees who are members of the retirement plan shall receive vacation with pay upon completion of the years based on their anniversary date according to the following schedule:

1 year	5 days*	10 years	19 days
2 years	10 days	15 years	23 days
5 years	15 days	20 years	26 days

*2 days are available after 6 months; the remaining 3 days become available at 1 year.

Vacation with pay for 52-week employees who are members of the retirement plan shall be pro-rated and accrue on a per month basis. Vacation must be taken in the year following that in which it is earned. Vacation may be accrued and carried forward to the next year only with the written permission of the Department Head and the Town Administrator and may not exceed ten (10) days. Police Department employees will have their vacation time based on fiscal years. A vacation schedule shall be established for the fiscal year during June of the prior fiscal year. All vacation time shall be granted based on seniority, most senior to least senior; provided, however, vacations are subject to the approval of the Chief of Police or the Department Head, as applicable, and said approval shall not be unreasonably withheld; provided, however, the Police Chief may restrict vacation time amongst dispatch-eligible employees (e.g., CCO's, ACO, Records Clerk) to one employee at a time.

- 9.2 Accrued vacation pay will be paid to any employee employed for more than one (1) year who leaves his or her employment by the Employer for any reason. In case of an employee's death, payment of such accrued vacation pay will be made to the employee's dependents or to his or her estate, as the Employer may elect.
- 9.3 Vacation credits shall not accrue to new employees who are probationary employees as defined in this agreement. The employee's supervisor may offer unpaid time off for any prearranged travel prior to hiring or necessary time to permit attendance at an appropriate family function.
- 9.4 Upon completion of their probationary period, vacation credits for the probationary period of employment shall be credited to probationary employees who continue in the employ under the provisions of this agreement.
- 9.5 Part time personnel who work a 52-week schedule shall be entitled to paid vacation at their average hourly rate for a number of hours not to exceed their normal work week.
- 9.6 As of January 14,1992, all part time employees who become full time employees will have their part time years pro rated toward vacation pay.

**ARTICLE 10
PERSONAL LEAVE**

- 10.1 All full time employees and 52-week employees who are members of the Retirement plan shall be granted three (3) days per fiscal year with pay (non-cumulative) to conduct personal business. Personal time shall not be carried into any subsequent fiscal year. Employees must notify their supervisor at least forty eight (48) hours in advance, except in case of emergency circumstances, to request personal time. Requests for personal time shall not be unreasonably withheld. Part-time employees shall not be entitled to any personal leave.

Employees shall be granted personal days, pro-rated based on their date of hire, for their first year of employment.

**ARTICLE 11
HOLIDAYS**

11.1 All employees shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
One Half Day Good Friday	Thanksgiving Day
*Easter Sunday	Day after Thanksgiving
Memorial Day	One Half Day before Christmas
Independence Day	Christmas Day
** Victory Day	

* Easter Sunday is a paid holiday only if employee is required to work the holiday.

** Should Victory Day be abolished as a state holiday by the legislature, then employees shall be given as a holiday their birthday.

11.2 Whenever a holiday falls on the employee's scheduled day off, the employee shall receive an additional day's pay or an additional day off, as determined by the Department Head. The day off shall be the day immediately before or after the holiday, as determined by the Department Head.

11.3 Employees must work their last regularly scheduled day, in its entirety, before and the first regularly scheduled day, in its entirety, after a holiday to be eligible to receive holiday pay unless the employee's absence is excused by the employee's Department Head or extenuating circumstances are established to the reasonable satisfaction of the Town. Vacation time and approved personal leave are exempt from this article.

**ARTICLE 12
SENIORITY**

12.1 Seniority is length of continuous service from date of hire. Job classifications are:

1. Town Clerk's Office	Supervising Clerk Report Licensing Clerk Clerk Typist Canvassing Clerk
2. Tax Collector's Office	Assistant Tax Collector Clerk (1/2 with Tax Assessor's Office)

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|--------------------------|---|
| 3. Tax Assessor's Office | Supervising Clerk
Clerk (1/2 with Tax Collector's Office) |
| 4. Treasurer's Office | Assistant Treasurer
Bookkeeper/Payroll Clerk |
| 5. Police Department | Police Chief's Administrative Clerk
Records Room Senior Clerk
Records Room Clerk/Municipal Court Clerk
Split Duties Clerk
Control Center Operators
Animal Control Officer
Police Maintenance/Mechanic |
| 6. Building Insp. | Building/Zoning Official's Assistant |
| 7. Maintenance | Foreman/Laborer
Custodial/Maintenance |
| 8. Senior Center | Part Time Assistant Director |
| 9. Fire Department | Fire Chief's Administrative Clerk |
| 10. Dept of Public Works | Administrative Clerk |
| 11. Planning Department | Land Use Clerk/Building Assistant |
- 12.2 New employees shall be considered probationary employees until they have had six months continuous service from their date of hire. The Town may extend the probationary period by two month increments, up to a maximum twelve month probationary period, after first notifying and meeting the Union regarding the same. If the Town so extends the probationary period, it shall conduct a performance evaluation for each two month incremental extension. Upon completion of the probationary period, the employee shall be placed on the seniority roster and the effective date of his or her seniority shall be the date of hire. The Town shall have the complete discretion during the probationary period to determine whether or not to retain any employee for any reason. No probationary employee shall have any rights under the grievance provisions of this Agreement.
- 12.3 When vacancies occur or new jobs are created, the parties shall follow 12.4 and other applicable sections of this Article in filling such openings or jobs before new hires are placed in them.

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- 12.4 Subject to the provisions of Section 12.1, vacancies or new jobs in the particular job classification shall be filled on the basis of seniority, ability to perform the work satisfactorily, and physical and non-physical qualifications to perform the same (including but not limited to possessing special skills necessary for the positions identified in Section 12.21 herein) as reasonably determined by the Department Head and approved by the Town Administrator. If all else is equal between two or more internal candidates, as reasonably determined by the Department Head and approved by the Town Administrator, seniority shall prevail. In filling job vacancies, full-time employees in the department where the vacancy exists shall be allowed to bid for said job first.
- 12.5 The Union shall have the authority to create an oversight committee to monitor and review the evaluation process set forth in Article 12.4 above. In doing so, however, the Union's oversight committee shall not be permitted to be present for any interviews of candidates. The Union shall have the ability to grieve the evaluation process set forth in Article 12.4 above, which shall be subject to an arbitrary and capricious standard of review.
- 12.6 With respect to the Police Department, the Town will use reasonable efforts to ensure that overtime is offered equally, on a rotating basis, by each classification within the Police Department. The Town shall keep a list posted in the Police Department for this purpose. If any Employee in the Police Department is asked to work overtime, but does not want to work overtime on that particular occasion, then that Employee shall be charged with the hours worked for the sole purpose of determining distribution of overtime.
- 12.7 In the event that more than one employee with identical seniority and qualifications is involved in a seniority problem, a lottery system, administered by the Union and witnessed by the Town, will be the determining factor. The provisions of this Section 12.7 shall not be subject to the contractual grievance procedure.
- 12.8 Notice of vacancies caused by reason other than layoff or leaves of absence shall be posted for bid within one week of occurrence unless otherwise extended by mutual agreement. All postings are subject to budget appropriations. Where no appropriation exists, or where the appropriated budget is inadequate, the posting provisions will be waived and will begin upon the adoption of an adequate budget. Said posting shall continue for five (5) work days. Employees who desire to bid shall do so personally in writing within the said five (5) day period on forms agreed to by the Town Administrator and the Union. This vacancy shall be filled within two (2) work weeks thereafter. Newly created positions shall be posted at least seven (7) work days prior to the effective date of commencement thereof. Employees who desire to bid shall do so personally in a seven (7) day period on forms agreed to by the Town Administrator and the Union. Such newly created positions shall be filled within two (2) weeks thereafter. Such forms shall designate the job classification, the rate of pay of

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the job, the shift and the location of the job and job requirements. These forms shall be filled out in triplicate with one copy going to the Town Administrator, one copy to the Local Union and one copy to the bidding employee.

- 12.9 If a job vacancy cannot be filled by a qualified person within the department the Town shall solicit bids from full time qualified employees within that unit. Unit 1 shall consist of employees in the Town Hall, Maintenance Foreman, DPW Administrative Clerk, Fire Chief's Administrative Clerk and Assistant Senior Center Director. Unit 2 shall consist of employees in the Police Department. If a vacancy still cannot be filled, bids shall be solicited from full time qualified employees in the other unit.
- 12.10 If a job vacancy cannot be filled by a full time employee in accordance with Article 12.9, then bids shall be solicited from part time qualified employees from the department where the job vacancy exists. If a vacancy cannot be filled from the department, then bids shall be solicited from the Unit in which the vacancy exists. If a vacancy cannot be filled from that Unit, then bids shall be solicited from qualified part time employees in the other Unit.
- 12.11 If such bidding employee is declared ineligible, the opening shall then be offered to the next most senior person in the department who bids and who is qualified for the work.
- 12.12 Openings resulting from the foregoing bidding procedure shall be filled in the same manner, provided however that any employee bidding to another job shall not be eligible to further bid on any openings which were created because of exercising his or her bidding privileges.
- 12.13 The employee selected by the Employer shall be assigned to the job and given a trial period of not less than thirty (30) work days. The Town Administrator, in consultation with the Department Head(s), shall decide during the thirty (30) work day trial period if the individual is suited for the job. Employees who successfully complete the thirty (30) work day trial period shall be assigned to the job and shall be permanently transferred to said job subject to his or her bidding privileges under this article. If the employee fails to complete a satisfactory trial period, then he or she shall return to the previous position and in a like manner, any other employee who has been reassigned due to this move shall return to his or her original positions. If the employee desires not to continue in the new position within the thirty (30) work day trial period, then he or she shall return to the previous position, provided, however, that said employee shall not be eligible to bid on a vacant position for a period of one (1) year from the date of return. Any other employee who has been reassigned due to this move, shall return to his or her original positions with no bidding restrictions.

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- 12.14 Temporary promotions and temporary vacancies caused by reason of layoff or leaves of absence may be filled by the Town Administrator within five (5) work days of the occurrence or knowledge thereof without the necessity of any posting. When the layoff ends or the employee returns from a leave of absence under this sub-paragraph, the temporarily transferred employee shall be required to return to the job he or she left and in a like manner, other employees affected by the same shall return to jobs they left. It is understood and agreed, however, that such temporary vacancies need not be filled in case of lack of need to fill the job and if the work load of others is not substantially increased as a result of not filling such vacancy.
- 12.15 Seniority for the purpose of layoff shall be the date of full time hires for all employees hired after July 1, 1991.
- 12.16 Seniority in the particular job classification shall govern with respect to layoffs, recalls, vacation preference and shifts.
- 12.17 Any employee who receives notice of a layoff shall have the right to accept the layoff and be placed on the recall list or to exercise the bumping rights contained herein. If an employee elects to exercise their bumping rights, that employee must bump the person with the least seniority within the department. If there is no junior employee within the department, then the employee must bump the person with the least seniority within the unit. If there is no junior employee within the unit, then the employee must bump the person with the least seniority within the bargaining unit. For purposes of this section, the employee bumping must be qualified to perform the job into which he/she is bumping as reasonably determined by the Department Head and approved by the Town Administrator, regardless of his/her seniority. This is subject to the grievance procedure.
- 12.18 An employee may be laid off forthwith with two weeks' pay. The payment of two weeks' pay is subject to the grievance procedure; however, the layoff is not.
- 12.19 For purposes of layoff there shall be two areas designated as Unit 1 and Unit 2 as follows:

Unit 1

Town Clerk's Office
Tax Collector's Office
Tax Assessor's Office
Treasurer's Office
Building Official's Office
Maintenance
Part Time Assistant Director - Senior Center
Land Use Clerk/Building Assistant
DPW Administrative Clerk
Fire Chief's Administrative Clerk

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Unit 2

Police Chief's Office
Split Duties Clerk
Police Department Records' Room/Municipal Court Clerk
Uniform Division of the Police Department (CCO's)
Animal Control Officer
Maintenance/Mechanic
Part Time Dispatcher

- 12.20 It is agreed that there are several jobs that require special skills and which the person laid off would not have the option to bump the next person with the least amount of seniority unless they are qualified for the position. The laid off person would however have the option to bump the next person with the least amount of seniority after the below listed positions: These positions are:

Assistant Treasurer
Maintenance Foreman/Laborer
Custodial Maintenance/Mechanic
Animal Control Officer
Bookkeeper/Payroll Clerk
Fire Chief's Administrative Clerk
Police Chief's Administrative Clerk
Control Center Operator

Any individual taking one of the positions requiring special skills must have the skills required for the specific position.

- 12.21 Whenever it becomes necessary to increase the working forces, employees laid off within one year shall be recalled before any new help is hired, with those laid off last being the first to be recalled subject to qualification and possession of the required special skills, as reasonably determined by the Department Head and by the Town Administrator. Seniority in the particular job classification shall not be cumulative during periods of layoffs.
- 12.22 Employees found not qualified have recourse to the grievance procedure contained herein.
- 12.23 Employees subject to recall shall be notified of the recall by the Town Administrator by registered mail, return receipt requested. A copy of such recall letter shall be given to the local Union. The employees have two (2) work days subsequent to the date of signature on the return receipt, or five (5) work days from the postmark date of the Town's mailing of such notice if signature is not obtained, whichever is longer, within which to notify the Town Administrator they will return to work. Such registered letter shall be mailed to the employee's last known mailing address. Refusal by an employee to accept available work when

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recalled to the job classification from which he or she has been laid off shall be sufficient cause for his or her removal from the recall list.

- 12.24 Reasonable efforts will be made to recall employees who have been laid off, provided, however, than an employee must keep his correct address filed with the Town Administrator. In cases where the registered letter is undeliverable, the employee will be dropped from the recall list when the letter is returned.
- 12.25 An employee shall forfeit all seniority and employment rights then accrued to him or her in the event that:
- a. He or she is discharged for cause;
 - b. He or she terminates his or her employment voluntarily;
 - c. He or she fails to report his or her absence from work within three consecutive scheduled days without a reasonable excuse;
 - d. He or she fails to renew a leave of absence;
 - e. Without valid excuse he or she fails to return to work at the expiration of approved leave of absence or any extension thereof. Only physical incapacity to return to work will constitute valid excuse, but if such physical incapacity continues for a period of one year from the expiration of approved leave of absence or any extension thereof, it shall thereafter not constitute a valid excuse. The Town Administrator or the Department Head may request a Doctor's certificate at any time.
 - f. Failure to return when recalled or recall rights expire.
 - g. Engages in gainful employment while on injury, sick or disability leave.
 - h. Is convicted of or pleads no contest to a felony.
 - i. Intentionally and voluntarily falsifies a Town or public record, except in the case of supervisory directive.
- 12.26 Employees transferred or promoted to positions outside the bargaining unit shall be deemed to have quit for the purpose of this agreement and may reenter the bargaining unit only as a new employee. However, the Employer and the Union, by mutual agreement, shall have the right to restore any such employee to the bargaining unit without loss of any of his or her seniority rights, and his seniority shall be cumulative for the period of time he or she occupied a job or jobs outside the bargaining unit. Such restoration may be done only once.

- 12.27 Unless otherwise provided herein, any employee who feels that he or she has been aggrieved with respect to his or her seniority rights as provided for in this Article shall have the right to process the matter as a grievance under the grievance procedure.

**ARTICLE 13
GRIEVANCE PROCEDURE**

- 13.1 A "grievance" is a complaint by a member of the bargaining unit of a violation, misrepresentation or inequitable application of any provision of this agreement or of any established policy affecting such members.
- 13.2 An "aggrieved person" is the person or persons making the claim.
- 13.3 A "party in interest" is the person or persons making the claim, any person who might be required to take action against whom action might be taken in order to resolve the claim, or the local Union Steward or his or her designee.
- 13.4 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of procedure.
- 13.5 Nothing herein contained will be construed as limiting the right of any employee prior to presenting a formal grievance, to discuss the matter informally with the appropriate Department Head or the Town Administrator, and having the matter adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of the agreement.
- 13.6 Notwithstanding the above provisions, if an employee does not file a grievance in writing within seven (7) calendar days after he or she knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived.
- 13.7 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

LEVEL ONE: An employee with a grievance shall present it in writing and first discuss it with his or her immediate supervisor, either directly or through the Union Steward, with the objective of resolving the matter informally. An employee with a grievance shall present it in writing within seven (7) calendar days after he or she knew or should have known of the act or condition on which the grievance is based.

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LEVEL TWO: If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within fourteen (14) calendar days after presentation of the grievance, then at his or her request the grievance shall be forwarded to the Town Administrator. Within fourteen (14) calendar days after receipt of the written grievance by the Town Administrator, the Town Administrator and the Department Head will meet with the aggrieved person and the Union Steward in an effort to resolve it. The Town Administrator shall issue a response to the grievance within thirty (30) calendar days after the meeting referenced in the preceding sentence.

ARTICLE 14 ARBITRATION

- 14.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered as set forth in Section 13.7 LEVEL TWO above, then the Union may submit the grievance to arbitration, setting forth the issue or issues to be arbitrated, within thirty (30) calendar days. The Grievance shall then be referred to the American Arbitration Association or the Labor Relations Connection in accordance with said organization's rules.
- 14.2 The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the Parties.
- 14.3 Only grievances arising out of the provisions of this Contract, relating to the application or interpretation thereof, may be submitted to arbitration.
- 14.4 The arbitrator shall be without power or authority to make any decision that requires the Town Administrator to perform any act prohibited by law or that is contrary to or inconsistent with the terms of this agreement. The arbitrator shall have no authority to add to, depart from, alter or amend the provisions of this Agreement.
- 14.5 Any grievance not processed to the next step in the manner and within the time limits prescribed in the foregoing, unless time limits have been extended by mutual agreement in writing, is deemed to be withdrawn.
- 14.6 No remedy imposed by an arbitrator shall require the payment of wages for time not worked except in cases where there is no other feasible remedy for the violation found. No award of back pay shall be retroactive to a date more than seven (7) days next preceding the filing of the grievance upon which the award is based. The award shall be reduced by any and all wages and wage substitutes (such as unemployment compensation, TDI, TCI etc.) earned by him or her.

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**ARTICLE 15
DISCHARGE AND DISCIPLINE**

- 15.1 The employer shall have the unquestioned right to discharge any new employee during such employee's probationary period.
- 15.2 The right of the Employer to discharge, discipline or suspend any employee for just cause is recognized.
- 15.3 The Employer will immediately notify the President of the Union of any such discharge together with the reason or reasons therefor.
- 15.4 Upon request of the Union, a meeting to discuss the discharge will be arranged. Such request of the Union must be made within three (3) days, excluding Saturday, Sunday and Holidays, after notification to the Union. The Employer will hold such meetings, if requested, within five (5) days (excluding Saturday, Sunday and Holidays) after the request for such meeting is made.
- 15.5 Such meeting shall not be public except by mutual agreement of the Employer, the Union and the employee involved. The employee shall be represented by the Union, and the Union shall have the right to designate counsel to represent it and the employee. Similarly, the Employer shall have the right to be represented by counsel.
- 15.6 If the employee is reinstated, he or she shall be compensated for all loss of wages caused by such discharge, reduced by any and all wages and wage substitutes (such as unemployment compensation, TDI, TCI etc.) earned by him or her.
- 15.7 The Employer will notify the President of the Union as soon as possible of any suspension or disciplinary action, together with the reasons therefore.
- 15.8 Such disciplinary action or discharge shall be subject to the grievance procedure as Level Two.
- 15.9 Progressive Discipline - The parties agree that since employees should be made aware of what is expected of them and when and how they are not fulfilling expectations and, in appropriate cases, be given a reasonable opportunity to correct their deficiencies, the principle of progressive discipline should be applied in cases of disciplinary infractions, except in cases of serious infractions. In this context, progressive discipline will generally involve a written warning, a suspension, a demotion or discharge. Whether progressive discipline is required, and, if so to what extent it is required, will be left for the arbitrator to decide in each case, considering all relevant facts and circumstances. The following non-exclusive listed terms shall be considered "serious infractions" and, if committed by an employee, he/she may be subject to immediate dismissal:

Physical violence toward co-workers or the public;

Bringing, possessing, selling, transferring or being under the influence of alcohol, recreational marijuana, or illegal drugs on Town premises or during work time;

Possession or use of weapon(s) on Town premises or during work time;

Theft and any violations of public trust, including, but not limited to, misappropriation of public funds, public property, and/or confidential information, fraud, falsifying documents, etc.

15.10 Investigatory Interviews - Whenever an employee is asked to meet with a supervisor or any other representative of the administration for the purpose of investigating circumstances which the Town believes might lead to the employee's being disciplined, the employee shall be notified of the purpose of the meeting in advance and shall have the right to have a Union representative present at the meetings, if he/she so requests.

15.11 Except for references, no material derogatory to an employee's conduct, service or character shall be placed in his or her file unless he or she has had an opportunity to read the material. The employee shall acknowledge that he or she has read such material by affixing his or her signature on the actual copy to be filed with the understanding that such signature merely signifies that he or she has read the material to be filed. The Union Steward shall also sign the material to be filed, with the same understanding. Signature, as aforesaid, does not necessarily indicate agreement with the content of such material. Should the employee refuse to sign, the document shall be placed in the employee's file and so noted.

ARTICLE 16 WORK IN A HIGHER CLASSIFICATION

16.1 When an employee works in an assigned higher classification for a period of more than eleven (11) days, the employee shall receive the rate of pay established for said classification, retroactive to the first day subject to budgetary provisions. Shift differential shall depend on the shift that the Employee works.

ARTICLE 17 SICK LEAVE

17.1 Full time employees and 52-week employees who are members of the retirement plan, upon obtaining permanent status, may be absent for personal illness with full pay as follows:

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- (a) Eighteen (18) days per year of service accruing at the rate of one and one half (1-1/2) days per month cumulative to two hundred (200) days.

For all employees hired on or after January 1, 2009:

- (b) Fifteen (15) days per year of service accruing at the rate of one and one quarter (1-1/4) days per month cumulative to one hundred and fifty (150) days.

For all employees hired on or after January 1, 2020:

- (c) Twelve (12) days per year of service accruing at the rate of one (1) day per month cumulative to one hundred (100) days.

- 17.2 At intervals of six months, each member of the bargaining unit will be notified as to the number of unused accumulated sick leave days he or she is entitled to.
- 17.3 An employee who has exhausted his or her paid sick leave may be granted two (2) successive leaves of absences, each for a period of up to six months without pay, and without any benefits, including, without limitation, health insurance under this agreement.
- 17.4 When an employee retires leaving unused accumulated sick leave, the Town shall pay to said retiree full pay of outstanding sick leave, for a maximum of one hundred (100) full working days. Notwithstanding the above, employees hired after July 1, 1999 who retire leaving unused accumulated sick leave, shall receive full pay for outstanding sick leave up to a maximum of fifty (50) full working days. Said payment shall be at the daily rate said employee was receiving upon his or her retirement.
- 17.5 Up to three (3) days per year of the employee's sick leave may be taken on those occasions where sickness in the household of the employee's immediate family requires the attention and attendance of the employee.
- 17.6 A doctor's certificate will be required by the supervisor after three (3) consecutive days of absence from employment on account of sickness.
- 17.7 Any qualifying leave taken under this Agreement shall run concurrently with any leave entitlement under applicable family medical leave laws, unless otherwise required by law.

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**ARTICLE 18
LEAVE OF ABSENCE**

- 18.1 Upon written application, an employee may be granted a leave of absence, without pay or other benefits, including, without limitation, health insurance, after all other paid leave has been exhausted, not to exceed one hundred and twenty (120) days, because of illness in the employee's immediate family that requires the employee's absence from work. "Immediate Family" means spouse, child, mother, father, and/or any other member of the employee's family living under the same roof with the employee. The employee shall substantiate such application by such reasonable means as the Town Administrator may require. This leave of absence will constitute a break in service and no seniority or time in service shall accrue during said leave of absence.

**ARTICLE 19
JURY DUTY**

- 19.1 An employee called for jury duty shall, while serving as a juror, receive the difference between the salary he would normally receive during such service and the amount he receives for such services as a juror.

**ARTICLE 20
MATERNITY LEAVE**

- 20.1 Maternity leave of thirteen (13) weeks will be granted, without pay, to employees who have completed at least one year of continuous service. Employees requesting maternity leave shall request such leave as far in advance as practicable. Any qualifying leave taken under this Agreement shall run concurrently with any leave entitlement under applicable family medical leave laws, unless otherwise required by law. An employee, at their request, may use any accumulated sick, vacation, or personal leave during maternity leave.
- 20.2 The employee on maternity leave must notify the Department Head in writing of her intention to return to her position thirty (30) days prior to end of said maternity leave. Such maternity leave shall expire at the end of the thirteen week period of absence, and if such notification of intention to return is not received before the expiration date, it shall be considered to be and constitute the employee's resignation. In any event, benefits shall be terminated after thirteen (13) weeks, subject to COBRA provisions.

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**ARTICLE 21
BEREAVEMENT LEAVE**

- 21.1 An employee may be absent for three (3) working days (with full pay for work days which occur during said three calendar day period), in the case of death of a father, father-in-law, mother, mother-in-law, grandparent, grandchild, brother, sister, husband, wife or child.
- 21.2 One (1) day with full pay, in the case of an aunt, uncle, cousin, niece, nephew, brother-in-law or sister-in-law, provided, however, that in case of extenuating circumstances an additional day may be granted at the discretion of the Town Administrator. For the purposes of this Article 21, bereavement leave may only be extended up to and including the day of the funeral or, if there is no funeral, the day of the memorial, cremation or other like event that occurs in lieu of a funeral.

**ARTICLE 22
MILITARY LEAVE**

- 22.1 Any employee covered by this agreement having permanent status who leaves his or her employment by the Employer due to enlistment or draft into the armed forces of the United States shall be granted a leave of absence without pay until the expiration of his or her initial period of such service in such armed forces.
- 22.2 Reenlistment or other voluntary continuance of service in such armed forces shall have effect to cancel such leave.
- 22.3 His or her seniority will accrue under such leave as will the privileges of which he or she is entitled by virtue of seniority, provided that the employee makes application for reemployment within ninety days after receiving a discharge other than dishonorable, and further, provided that the employee is physically capable of performing the work required by his job in a proper manner. The Employer will make reasonable efforts to place employees who may become handicapped during such military service.
- 22.4 Employees on unpaid leave of absence or absent from service to the Town due to active military service or otherwise shall not continue to accrue benefits under this Agreement while on such leave (e.g., health insurance, salary, longevity, paid leave, pension credits) except to the extent required by law or as expressly otherwise provided in other Articles of this Agreement. All benefits to which the employee was entitled at the time his or her military leave under this paragraph commenced, however, including unused sick leave that accrued prior to such leave, will be restored to him or her upon return. Any employee who is on leave of absence pursuant to Article 22.1 shall receive a pro-rata share of the health

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insurance buyback for the period of such leave, in lieu of enrollment in the Town's health insurance plan.

**ARTICLE 23
MILITARY TRAINING**

- 23.1 When requested, the Town Administrator shall grant the employee leave of absence for required military training, not to exceed ten (10) working days in any calendar year.
- 23.2 Such employee shall receive the difference between his or her salary and his or her total compensation while on duty.

**ARTICLE 24
OFFICIAL TIME OFF WITHOUT LOSS OF PAY**

- 24.1 Union Stewards or other local Union officials, shall, during working hours on the Employer's premises, be allowed to post Union notices on designated bulletin boards.
- 24.2 Duly accredited Union representatives shall have access to Town premises at reasonable times for the purpose of investigating grievances and conferring with Council 94 representatives and/or Town representatives regarding grievances or other matters concerning the relations between the parties.
- 24.3 One (1) delegate per one hundred (100) Union members or part thereof shall be granted reasonable time off during working hours, without pay, to attend International, Regional or State Conventions of the Union, after giving written notice to the Town Administrator and with the knowledge of the Town Administrator.

**ARTICLE 25
BULLETIN BOARDS**

- 25.1 The Employer will provide bulletin board space for the posting of notices concerning Employee and the Union matters.

**ARTICLE 26
HEALTH AND SAFETY**

- 26.1 The Employer and the Union will cooperate in the promotion and enforcement of safety rules and regulations.

- 26.2 Should an employee complain that his or her work requires him or her to be in unsafe or unhealthy situations the matter shall be considered promptly by representatives of the Employer.

**ARTICLE 27
HEALTH AND WELFARE**

- 27.1 The Employer will provide for all classified, full time employees covered by this Agreement, medical insurance for the individual employee and his or her immediate family on a group basis. Effective January 1, 2013, the current medical insurance plan will be replaced by a High Deductible Health Plan (HDHP) coupled with a Health Savings Account (HSA) for those employees that are eligible. Employees not eligible to use a HSA (for age or other IRS-related reason) who are otherwise eligible for the HDHP shall be offered the option of a Health Reimbursement Account (HRA) to fund their deductible costs. The coverage of the HDHP shall be equal to that of employees within the IAFF and IBPO, except as otherwise noted herein.

Effective January 1, 2017, deductible amounts and employee contributions shall be equal for all participating employees, and shall be as follows:

Family Plan: \$6,000 Deductible
 Employer Share = \$3,000
 Employee Share = \$3,000

Individual Plan: \$3,000 Deductible
 Employer Share = \$1,500
 Employee Share = \$1,500

Effective January 1, 2017, the Town agrees to advance the monetary amounts of said deductible (\$6,000 family or \$3,000 individual) to a prepaid debit card that shall be issued to each member. Each member shall utilize said debit card for medical payments as needed to satisfy said deductible of the HDHP.

Effective January 1, 2017, participating members of the bargaining unit, through payroll deductions, shall pay the employee share (\$3,000 family and \$1,500 individual – half of the amount that was advanced to the members) back to the Town. The amount of the employee share (\$3,000 family and \$1,500 individual) shall be divided by the total number of pay periods within the year and shall be withheld prior to payroll taxes being withheld. Employees over the age of 65 shall pay the same employee share of the premium. If an employee leaves service with the Town, for any reason, the employee shall be responsible for repaying the Town's advance of the employee's share of the health savings account contribution in full, which the Town may deduct from such employee's

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final paycheck. As a condition of receiving this advancement of funds, each employee shall be required to sign an authorization form allowing the Town to deduct any such amounts from his/her final paycheck upon separation.

A third party shall administer the debit card for members of the unit. Any and all costs associated with the administration of said debit card from the third party shall be borne by the Town.

The Town agrees to provide all members and their family members (if applicable) with initial debit cards at no cost to said members. Two (2) cards per family plan shall be issued, and more can be requested by the member. The Town also agrees to provide said members with an allotment of checks, upon request, at no cost to the member.

Any charges associated with replacing said debit card to members or their family members shall be borne by the member.

There will be no premium co-share of the above cited HDHP contributed by the members towards the cost of the plan, except as specified herein.

HSA and HRA funds will be maintained as permitted by current IRS regulations.

As of July 1, 2013 Employees electing to not take part in the health plan shall be entitled to an annual payment of \$2,000 per family or \$1,000 per individual. This payment shall be included in the first paycheck of the fiscal year. As of July 1, 2017, Employees electing to not take part in the health plan shall be entitled to an annual payment of up to \$3,000 per family or up to \$1,500 per individual. This payment shall be pro-rated and paid in bi-weekly installments for the period in which an employee opts out of the health plan during the course of the fiscal year.

- 27.2 Delta Dental Basic Services Contract shall be in effect with no co-share paid by the employee.
- 27.3 The Town will reimburse to a maximum of \$100.00 per employee, any bargaining unit employee who purchases prescription eye glasses per fiscal year.
- 27.4 Effective July 1, 1991, all full time employees covered by this agreement who retire will receive and co-pay medical health insurance as described herein until such time as they secure employment elsewhere with any comparable medical health insurance, as determined by the Town and the retired Employee, acting in good faith or until they are eligible for Medicare or other federally subsidized programs. Retirement is to mean age 58 and twenty-five (25) years of service. Any employee who retires after July 1,1990 is eligible to apply for coverage under this Article upon the effective date of this agreement. In cases where both spouses are employed by the Town of Tiverton, only one spouse will be provided

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Group Medical Insurance. The employee may choose whichever plan he or she desires. Employees hired after July 1, 1993 will not receive retiree medical coverage.

- 27.5 The Employer will provide for all classified, full time employees covered by this agreement fully paid straight life and Accidental Death and Dismemberment Insurance, each with coverage of \$50,000 with the option to increase coverage to \$100,000 at the employee's expense. This plan shall be eligible for conversion to private insurance at the time of separation from town employment.
- 27.6 The Employer will provide for all classified, full time employees covered by this agreement fully paid Weekly Indemnity Insurance or accident with maximum income of \$55 for employees with annual income of less than \$5,000 and a maximum weekly income of \$75 for all others, with benefits not less than existing coverage on all employees. The parties agree that the above benefit will have no further economic or monetary value for retirees of the Town or at the time of an employee's retirement from his/her employment with the Town.
- 27.7 Part time employees of the Town who are members of the Tiverton Town Employees Local 2670A, Rhode Island Council 94 bargaining unit and who are not covered by medical insurance will be allowed to join the Town's medical insurance coverage at the Town's group rate, provided the individual is otherwise eligible and, provided further, that all premium payments/contributions necessary to maintain such coverage are made at the individual employee's own expense and in accordance with the Town's rules and regulations for making payments.
- 27.8 The Town of Tiverton is required to provide full medical coverage under this agreement but reserves the right to choose the carrier provided the coverage is equal or greater than present coverage.
- 27.9 Notwithstanding the foregoing, with thirty (30) days prior notice to the Union, the Town shall have the right at any time during this Agreement to provide equal medical/dental insurance benefits under a different plan than those specified in the above Section and in lieu thereof.

ARTICLE 28
CLASSIFICATION AND PAY PLAN

- 28.1 The Employer agrees to review with the Union any and all changes which may be proposed in the classification system or pay plan affecting Union members at least twenty (20) days before implementation.

**ARTICLE 29
STRIKES AND LOCKOUTS**

29.1 Rhode Island Council 94, AFSCME, on behalf of the Tiverton Town Employees Local 2670A, for itself and for all employees covered by this Agreement, hereby agrees that no employee shall have the right to engage in any work stoppage, slowdown, strike or any other form of such concerted activity directed against the Town or any of its officials or managers, and they will not give assistance, encouragement or support to any such concerted activities. The Employer will not lock out its employees during the term of this agreement or any extension thereof. The Union will not be held liable for unauthorized acts of its membership.

**ARTICLE 30
CLOTHING ALLOWANCE**

30.1 The Town agrees that it will provide uniform service for the Police Mechanic, the Maintenance Foreman, the Animal Control Officer and the Custodian. The Town has the right to require the employees to wear uniforms within reason to conform to a proper dress code.

30.2 The Town agrees to reimburse all Maintenance workers for one pair of boots per year, up to a total of \$125.

30.3 The Control Center Operators and the Records Room Clerk will be provided four (4) sets of uniforms to include 4 summer shirts, 4 winter shirts and 4 pairs of pants. One new pair of pants and shirt will be provided per year.

**ARTICLE 31
LONGEVITY**

31.1 Full time employees hired prior to July 1, 2016 working the standard work week as defined in Article 5 with Five (5) years or more of service shall receive the following applicable amount per year in addition to their regular salary:

5 to 9 years of service	3% of base salary
10 to 14 years of service	5% of base salary
15 years of service or more	6% of base salary

In no instance will longevity payments fall below the following minimum levels:

5 to 9 Years of Service	\$1,000.00
10 to 14 Years of Service	\$1,600.00
15 Years of Service or more	\$1,900.00

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- 31.2 As of January 14, 1992, all part time employees who become full time employees will have their part time years pro rated toward longevity pay.
- 31.3 Full time and part time employees hired on or after July 1, 2016 shall not be eligible to receive any longevity payments.

**ARTICLE 32
SEVERABILITY**

- 32.1 If any part or provision of this agreement is in conflict with law or any regulation having the effect of law, such law or regulation shall prevail so long as such conflict remains. The remainder of this Agreement shall remain in full force and effect.
- 32.2 As of January 14, 1992, all part time employees who become full time employees will have their part time years pro rated toward longevity time.

**ARTICLE 33
RETIREMENT**

- 33.1 The Town's contribution into the retirement system shall be as determined by the Municipal Employees Retirement System (MERS) as amended.
- 33.2 The Town of Tiverton hereby accepts Plan C of Rhode Island General Law 45-21-52 as amended.

**ARTICLE 34
SALARIES**

- 34.1 During the period of time commencing on July 1, 2022 ending on June 30, 2025 the salaries of all employees covered by this agreement shall be as set forth in Appendix A, which is attached hereto made a part hereof.

**ARTICLE 35
EMPLOYEES EXCLUDED FROM BARGAINING UNIT**

- 35.1 The Union agrees that the Executive Assistant to the Town Administrator and the Deputy Town Clerk are not part of the bargaining unit.

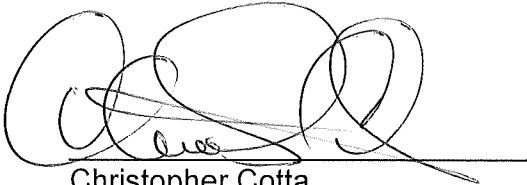
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**ARTICLE 36
DURATION**

36.1 The provisions of this agreement shall be effective July 1, 2022 and shall continue and remain in full force and effect until June 30, 2025. All provisions of this contract shall remain in effect until a new contract can be negotiated.

FOR THE TOWN OF TIVERTON:



Christopher Cotta
Town Administrator

Date

5-16-2023

FOR THE TIVERTON TOWN
EMPLOYEES,
LOCAL 2670A, AFSCME:



Sue Richardson
President



Silvio Napolitano
Attorney / Sr. Staff Representative

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July 1, 2022 through June 30, 2025

**SALARY SCHEDULE FOR CURRENT EMPLOYEES
2022-2025**

	<u>3%</u> <u>7/1/2022</u>	<u>3%</u> <u>7/1/23</u>	<u>3%</u> <u>7/1/24</u>
TOWN CLERK'S OFFICE			
Supervising Clerk	26.25	27.04	27.85
Report/Lic. Clerk	25.11	25.86	26.64
Clerk/Typist	25.11	25.86	26.64
Canvassing Clerk	25.11	25.86	26.64
TAX COLLECTOR'S OFFICE			
Assistant Tax Collector	26.25	27.04	27.85
Clerk ½ with Tax Assessor's Office	25.11	25.86	26.64
TAX ASSESSOR'S OFFICE			
Supervising Clerk	26.25	27.04	27.85
Clerk ½ with Tax Collector's Office	---	---	---
TREASURER'S OFFICE			
Assistant Treasurer	26.25	27.04	27.85
Bookkeeper / Payroll Clerk	25.11	25.86	26.64
PLANNING DEPARTMENT			
Land Use Clerk/Bldg. Dept.	25.11	25.86	26.64
BUILDING INSPECTOR'S OFFICE			
Building/Zoning Official's Assistant	26.25	27.04	27.85
POLICE DEPARTMENT			
Chief's Administrative Clerk	26.25	27.04	27.85
Records Room Clerks	25.11	25.86	26.64
Split Duties Clerk	24.19	24.92	25.67
Control Center Operators	24.19	24.92	25.67
Animal Control Officer	23.72	24.43	25.17
Police Maint./Mechanic	26.00	26.78	27.58
Control Center Administrator	25.11	25.86	26.64
SENIOR CITIZEN CENTER			
Part Time Assistant Director	18.14	18.68	19.24
MAINTENANCE			
Foreman Laborer	28.34	29.19	30.06
Custodial Maintenance	21.62	22.27	22.94
FIRE DEPARTMENT			
Chief's Administrative Clerk	26.25	27.04	27.85
DEPARTMENT OF PUBLIC WORKS			
Administrative Clerk	26.25	27.04	27.85

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APPENDIX A

All full time employees hired on or after July 1, 2013 will receive reduced compensation in accordance with the following table:

0-12 months employment	\$3 / hour less than the salary schedule
13-24 months employment	\$2 / hour less than the salary schedule
25-36 months employment	\$1 / hour less than the salary schedule

The Town reserves the right to place and / or advance such full time and part time employees on the foregoing progression scale once the employee completes his/her probationary period through the employee's thirty-sixth month of employment. Such placement and/or advancement shall be subject to the grievance provisions of this Agreement, but only to the extent the Town's decision concerning such placement and/or advancement is arbitrator or capricious.

July 1, 2022 through June 30, 2025

Exhibit A – Essential Personnel

Police Chief's Administrative Clerk
Control Center Operators
Control Center Administrator
Police Maintenance / Mechanic
Custodial Maintenance
Department of Public Works Administrative Clerk