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Town Administrator's Office

343 Highland Road, Tiverton, Rhode Island 02878 - (401) 625-6710

RECEIVED
TOWN OF TIVERTON
2016 OCT 21 P 4:23

Memorandum

Date: October 21, 2016

To: Town Council

From: Matt Wojcik

RE: Fiscal Impact of Proposed July 1, 2016 – June 30, 2019 contract

SUMMARY

As a reminder, the goals for talks with both unions at the table this year were:

1. To bring the effective cost to the Town for insurance products down by 12-15%;
2. To keep year one costs as close to "flat" as possible without a reduction in force;
3. To address, wherever possible, outdated and/or vague language regarding non-economic issues (not addressed in this Fiscal Impact Statement).

At the conclusion of the AFSCME negotiation, the parties discussed the time frame for implementation of the contract given that an increase in health insurance deductible is one of the terms of the agreement. Acting upon the advice of the Interlocal Trust, the parties set January 1, 2017 as the effective date of wage and health insurance changes. This effective date is the beginning of the Town's health insurance plan year. Typically the Town makes all of its H.S.A. contributions on that date, and Blue Cross Blue Shield resets the deductible at that time..

With the above in mind, the total fiscal impact of the proposed contract is $110,583 over the life of the contract. In its last year the cost of the contract will be 6.7% higher than the base year.

BACKGROUND: WHO AFSCME REPRESENTS

There are currently 27 Town employees represented by the Association of Federal, State, County and Municipal Employees (AFSCME), Council 94 Local 2670 A. Of these, 26 are full time and 1 is part time. There is one position in the contract (Planning Clerk) which is not filled due to budgetary reasons and therefore is not included in the 27 total. The breakdown by assignment location is as follows:

1. Town Hall: 4
2. Town Clerk: 4

3. Treasury: 2
4. Police Department: 12
5. Fire Department: 1
6. DPW: 3
7. Senior Center: 1 (part time)

For purposes of the contract, all AFSCME employees outside of the Police and Fire Departments are considered "Unit 1" and those working in the Police and Fire Departments are referred to as "Unit 2." Unit assignments are important in the lateral transfer and layoff provisions of the contract, and also often (but not always) indicate different work schedules and total weekly hours. Of the group, 6 employees work 40 hours, 1 works a 37.5 hour week, 7 work a "four and two" rotation with 8 hours per shift (for an average paid work week of 37.33 hours) and the remainder work 32.5 hours a week.

For the current fiscal year: the average total cost to carry a full time employee covered by the current AFSCME contract is just over $64,000 (net of overtime, which is not a cost driver in this contract). The highest base pay is $46,000 and the lowest $37,600; the average is $41,200 and the median $41,800. The other major components to the cost of this contract are health insurance benefits, employer contributions to the retirement system, employer taxes (FICA), and longevity, in that order.

WAGES & INSURANCE BENEFIT

AFSCME agreed to an increased deductible on the same health plan structure as is in place now, with a 50-50 split with the Town for H.S.A. contributions to cover the deductible. All numbers after Year 1 of the contract are purely estimates of premium costs based upon the marketplace average of 8% annual inflation in the health care sector. The Town's actual premiums are driven by claims experience, which varies significantly from one year to the next and is tied in with the claims experience of the School Department, which is a far larger group than the Town.

A premium co-share simply passes a portion of the cost of coverage along to employees. If an insurance product has a relatively stable price going forward, a premium co-share is an outright reduction in the cost of the contract that, once in place, has a predictable and valuable impact on the budget.

Higher deductibles, as opposed to premium co-shares, mean that our ultimate insurer, BCBSRI, is covering less of the risk and thus charges lower premiums for coverage. There are a large number of insured in any group who do not utilize the health care system each year to an extent greater than their deductible, provided the deductible keeps up with inflation in the health care sector. Claims experience impact on premiums will be slowed down, and this benefits the Town in the out years of the contract. This is the experience the Town enjoyed after the high deductible plan was first put in place.

As a practical matter, using a Health Savings Account (H.S.A.) to cover a deductible reduces the bottom line savings to the Town, but also reduces "take home pay" for employees. The federal government has become significantly more restrictive on the qualified expenses that may paid out of an H.S.A. For all intents and purposes, an H.S.A. contribution by employees is conversion of post tax disposable income into earmarked pre-tax compensation that may only be spent on health care. Understanding this tradeoff is

important to understanding the perception employees have of this benefit arrangement and the Union negotiating team's decision to accept this approach as opposed to a premium co-share.

A $3,000 H.S.A. employee funding contribution for a family plan represents about 7.25% of gross pay being placed into a restricted account for health care, up from the 4.85% the current $2,000 employee share represents. The increase was a benchmark for the wage discussion.

Before moving on to wages, it is important to note that the contract language has been updated to allow the Town to recoup the employee's share of the H.S.A. that has not been reimbursed to the Town at the point of the employee's departure.

The proposed rate of wage increases year over year is as follows:

1. Year one (January 1, 2017 – June 30, 2017): 2.75%
2. Year two (July 1, 2017 – June 30, 2018): 1.75%
3. Year three (July 1, 2018 – June 30, 2019): 1.5%

Cost Item	Base Year	Year 1	Year 2	Year 3	Total
Base wages	$ 1,062,282	$ 1,076,888	$ 1,110,596	$ 1,127,255	
Insurance premiums	$ 285,582	$ 272,167	$ 282,220	$ 293,077	
Employer contribution to H.S.A.	$ 41,000	$ 61,500	$ 61,500	$ 61,500	
Net total cost	$ 1,388,864	$ 1,410,555	$ 1,454,316	$ 1,481,832	
Net fiscal impact over base year	Base year (0)	+ $ 21,691	+ $ 43,761	+ $ 27,516	+ $ 92,968

OTHER CONTRACTUAL COMPENSATION AND COST ITEMS

AFSCME employees receive the Town's standard offer dental and life insurance offers. Dental insurance premiums are estimated to increase at a very low rate over the life of the contract (1% a year) based on past years' experience. The current life insurance contract has locked in a rate for the next three years, and thus no increase is projected.

Longevity incentives are still paid to many current employees. Employees hired after July 1, 2016 will not receive longevity.

FICA and MERS expenses are a percentage of base salary and thus move together with base salary changes. The MERS employer contribution rate is causing some "noise" in the fiscal impact analysis as follows.

AFSCME employees are in a distinct MERS rating group along for purposes of determining the employer contribution rate into the defined benefit portion of the retirement system. The Town receives an annual notice from the ERSRI that sets the contribution rate for the immediate next fiscal year and projects a rate for the following fiscal year. Our AFSCME group employer rate has been volatile over the last two years and is expected to back down in FY 2018. This rate is not controlled by the contract or either one of the two parties to the contract, and thus, while MERS expenses are shown here for transparency and accuracy, it should be noted that there are expenses being driven by factors outside of the control of the Town or union.

We simply do not know what the ER contribution rate will be after June 30, 2017. MERS numbers below reflect the FY 2016 MERS contribution as the base year and the current year is treated as Year 1 of the contract. The contribution rate for FY 2018 is set at the projected rate provided by ERSRI and FY 2019 is held at that rate- though in reality it is likely to change.

TIAA-CREF defined contribution plan ER expenses are a function of an employee's length of service as of June 30, 2012 and is calculated as a percentage of pensionable wages, ranging from 0% to 1.5%.

The impact of the contract is summarized in the table below.

Budget item	Base year	2017	2018	2019	Total change (3 years)
Dental premiums	$ 18,565	$ 18,676	$ 18,863	$ 19,052	
Life premiums	$ 9,984	$ 6,396	$ 6,396	$ 6,396	
Longevity	$ 40,613	$ 42,303	$ 48,513	$ 51,279	
FICA	$ 81,235	$ 81,697	$ 83,967	$ 85,453	
MERS ER contribution	$ 89,577	$ 102,702	$ 93,109	$ 94,672	
TIAA-CREF ER contribution	$ 10,721	$ 10,880	$ 11,270	$ 11,459	
Total, taxes and non-health benefits	$ 250,696	$ 262,654	$ 262,118	$ 268,311	
Net fiscal impact over base year	Base year (0)	+ $ 11,958	- $ 536	+ $ 6,193	$ 17,615

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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, 201~~3~~6-JUNE 30, 201~~6~~9

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.

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.

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.

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.

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 service charges, 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.

3.2 The Employer agrees that it will make such withholdings for each employee in the Union 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 include 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 Each employee who, on the effective date of this agreement, is a member of the Union and each employee who becomes a member after that date shall, as a condition of employment, maintain his membership in the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice to the Employer from the Union.

3.7 Any present or future employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union each month a lawful service charge as a contribution toward the administration of this agreement ~~in an amount equal to the regular monthly dues~~ according to the fee schedule set by AFSCME. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days of receipt of written notice to the Employer from the Union.

3.8 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.

3.9 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 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, 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, 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 full time positions shall consist of:

a. Town Hall Employees (excluding Maintenance and DPW Clerk)

Standard Work Week of 32 ½ hours – 5 consecutive days – Monday through Friday – 8:30 A.M. to 4:00 P.M. with one hour unpaid lunch.

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.

Department of Public Works Clerk – Standard Work Week of 32 ½ hours per week – Monday through Friday – 8:00 A.M. to 3:00 P.M. with one half hour unpaid lunch.

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.~~Town Hall Employees (excluding Maintenance & DPW Clerk): All full time positions shall consist of:~~

~~a. Standard Work Week of 32 1/2 hours - 5 consecutive days - Monday through Friday.~~

~~b. Standard Work Day - 8:30 A.M. to 4:00 P.M. with one unpaid hour lunch.~~

5.2 Tiverton Police Department: All full time positions shall consist of:

a. Police Chief's Secretary

Standard Work Week – 37.5 hours – 5 consecutive days – Monday through Friday, with hours to be mutually determined by the Chief and the employee.~~Standard Work Week – 37.5 hours - 5 consecutive days - Monday through – Friday - 8:00 A.M. to 4:30 P.M. with one hour unpaid lunch~~

b. Records Room Senior Clerk

Standard Work Week – 40 hours – 5 consecutive days – Monday through Friday, 7:00 A.M. to 3:00 P.M., with one half hour paid lunch.~~Standard Work Week – 40 hours - 5 consecutive days - Monday through Friday - 8:00 A.M. to 4:00 P.M. with one half hour paid lunch.~~

Records Room Clerk/CCO

Standard Work Week – 40 hours – 5 consecutive days – Tuesday through Saturday – 3:00P.M. to 11:00P.M. with one half hour paid lunch.

c. Control Center Operators

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.

SPLIT DUTIES: 7:00 A.M. to 3:00 P.M. - Record Room two (2) days

11: 00 P. M. - 7: 00 A. M. - Desk two (2) days.

The above shift includes one half hour paid lunch.

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) either of the Records Clerk positions or the Animal Control Officer to full time dispatching duties. For purposes of the 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 ~~four (4)~~ 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 - 7:30 A.M. to 4:00 P.M. with one half hour unpaid lunch.
In the absence of the Maintenance / Mechanic, the Animal Control Officer shall empty trash barrels at the Police Station.

~~e. Hours of Work - Maintenance (Excluding Police Department):~~

~~Foreman Laborer - Standard Work Week - 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 - 32.5 hours per week - Monday through Friday, 7:00 A.M. to 2:00 P.M. with one half hour unpaid lunch~~

~~f~~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 Standard Work Day - 7:30 A.M. to 4:00 P.M. with one half hour unpaid lunch.~~

~~g. Department of Public Works Clerk~~

~~Standard Work Week – 32 ½ hours – Monday through Friday~~
~~Standard Work Day – 8:00 A.M. to 3:00 P.M. with one half hour unpaid lunch~~

~~h~~f. Fire Chief's Secretary/Billing 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

~~(i) Waste Water Management Clerk~~

~~Standard Work Week – 15 hours – Tuesday, Wednesday and Thursday 9:00 A.M. to 2:00 P.M.~~

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 .

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

Employees Dept	New #
Tax Collector	1 ½
Tax Assessor	1 ½
Treasurer	2 ½
Town Clerks	~~3 ½~~4

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. There will be 1 Clerk who shall split time, on an as-needed basis, between the Treasurer's and Town Clerk's office as a Board of Canvasser's Clerk;~~

2. All AFSCME employees in the Clerk's Office may be crosstrained to cover each other's duties.

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; a second telephone line will "trip" over to the Records CCO. The Records CCO will, in cases where there is more than one call, or in cases of emergency calls, perform those tasks typically performed by the Dispatcher CCO in connection with that call. There shall be 1 Records CCO working the shift from 8:00 a.m. to 4:00 p.m. Monday through Friday. This does not mean to create minimum staffing.

5. There shall be one permanent part-time CCO hired by the Town, contingent upon Financial Town Referendum funding approval.

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.

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. All compensatory time as of 7/01/99 is to be frozen and taken when convenient.

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. For example, if any Employee shall take a sick day or unscheduled vacation 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.

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 A minimum of time and one half shall be paid for hours worked on a sixth (6th) or seventh (7th) day in a work week of the particular employee as long as that Employee shall have worked also the 1st, 2nd, 3rd, 4th, and 5th days (without any sick time taken during that same work week). Holidays, vacation time and approved personal leave shall be counted for this purpose as time worked.

6.6 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.

ARTICLE 7
CALL BACK

7.1 An employee who is called back to duty shall receive a minimum of one-half of his or her standard work day's salary or time and one-half, whichever is greater.

ARTICLE 8
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 Lieutenant. 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 on the basis of 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 ~~four (4)~~ 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 second shift shall receive forty (40) cents an hour differential increase in pay. The second shift shall be those hours worked between 3:00 P.M. and 11:00 P.M. Any employee who works the third shift shall receive a twenty-five (25) cents an hour differential increase in pay. The third 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 casual 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 casual 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 casual 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 casual 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 casual 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 appreciably 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

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. Vacations are subject to the approval of the Chief of Police and said approval shall not be unreasonably withheld.

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 except discharge for just cause. 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.

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.~~Upon completion of their probationary period, vacation credits for the first six (6) months of their employment shall be credited to such employee who continues 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.

ARTICLE 11
HOLIDAYS

11.1 All employees shall receive the following paid holidays:

New Year's Day
Martin Luther King Day
President's Day
One Half Day Good Friday
*Easter Sunday
Memorial Day
Independence Day
** Victory Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
One Half Day before Christmas
Christmas 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. For example, if any Employee shall take any amount of sick time the day before or the day after a holiday, then that Employee shall not receive that holiday's pay. 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
   - ~~Clerk (1/2 with Treasurer's Office)~~Canvassing Clerk

2. Tax Collector's Office
   - Assistant Tax Collector
   - Clerk (1/2 with Tax Assessor's Office)
   - ~~Part Time Wastewater Management Clerk~~

3. Tax Assessor's Office	Supervising Clerk Clerk (1/2 with Tax Collector's Office)
4. Treasurer's Office	Assistant Treasurer Bookkeeper/Payroll Clerk Clerk (1/2 with Town Clerk's Office)
5. Police Department	Police Chief Secretary Records Room Senior Clerk Records Room 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 Secretary/Billing Clerk
10. Dept of Public Works	Clerk
11. Planning Department	Planning Department 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.~~Discharge or layoff of probationary employees shall not be subject to the grievance procedure.~~

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.

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.~~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 as reasonably determined by the Department Head and approved by the Town Administrator~~

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.~~In filling job vacancies, full time employees in the department where the vacancy exists shall be allowed to bid for said job first. The Town shall award the vacancy to the most senior employee, provided he or she is qualified as reasonably determined by the Department Head and approved by the Town Administrator.~~

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, ~~age~~ a lottery system, administered by the Union and witnessed by the Town, will be the determining factor~~, the older being considered the one with the most seniority~~. 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 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 Clerk, and Assistant Senior Center Director. Unit 2 shall consist of employees in the Police Department and Fire 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.~~If a job vacancy cannot be filled by a full time employee bids shall be solicited from part time qualified employees in the department where the job vacancy exists.~~

~~12. 11 If a job vacancy cannot be filled in accordance with 12.9, bids will be solicited from qualified part time employees in that unit.~~

12.1~~2~~1 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.

12.1~~3~~2 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.

12.1~~4~~3 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. 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 or if he or she desires not to continue in the new position within the thirty

(30) work day trial period, 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. Department Heads in consultation with the Town Administrator shall decide during the thirty (30) work day trial period if the individual is suited for the job.

12.1~~5~~4 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.

12.1~~6~~5 Seniority for the purpose of layoff shall be the date of full time hires for all employees hired after July 1, 1991.

12.1~~7~~6 Seniority in the particular job classification shall govern with respect to layoffs, recalls, vacation preference and shifts.

12.1~~8~~7 ~~In the event of a layoff, the person laid off must bump the full time person with the least seniority with the department. If there is no junior person with the department, they must bump the person with the least amount of seniority within the unit. If there is no junior person within the unit then they must bump the person with the least amount of 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, regardless of his/her seniority. This is subject to the grievance procedure.~~ 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.

12.1~~9~~8 An employee may be laid off forthwith with two weeks' pay. ~~This is subject to the grievance procedure.~~ The payment of two weeks' pay is subject to the grievance procedure; however, the layoff is not.

12.~~20~~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
Planning Department Assistant
DPW Clerk
~~Part Time Wastewater Management Clerk~~

Unit 2
Police Chief's Office
Police Department Records' Room
Uniform Division of the Police Department (CCO's)
Animal Control Officer
Maintenance/Mechanic
Fire Chief's Secretary/Billing Clerk
Part Time Dispatcher

12.2~~1~~0 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 Secretary/Billing Clerk
Control Center Operator

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

12.2~~2~~1 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.

12.2~~3~~2 Employees found not qualified have recourse to the grievance procedure contained herein.

12.24~~3~~ 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. ~~The employees have two (2) work days subsequent to the date of signature on the return receipt within which to notify the Town Administrator that 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 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.

12.2~~5~~4 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.

12.2~~6~~5 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 give notice within a two day period

d. He or she fails to report his or her absence from work within three consecutive scheduled days without a reasonable excuse;

e. He or she fails to renew a leave of absence;

f. 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.

g. Failure to return when recalled or recall rights expire.

h. Engages in gainful employment while on injury, sick or disability leave.

12.2~~7~~6 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.

12.2~~8~~7 Unless otherwise provided herein, ~~A~~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.

~~12.298 In the absence of the Municipal Court Clerk, Town Hall employees shall provide members of the public with an envelope for payments and, when feasible, accompany members of the public to the Municipal Court Clerk's Office to deposit said envelope in his mail slot.~~

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 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.

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) work days after presentation of the grievance, then at his or her request the grievance shall be forwarded to the Town Administrator. Within fourteen (14) work 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.

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 within ~~ten (10) work days~~ thirty (30) calendar days after the Town Administrator has heard the grievance, the Union may request that the grievance be submitted to arbitration by sending such request by certified mail, postage prepaid, to the Town Administrator setting forth the issue or issues to be arbitrated. The Grievance shall then be referred to the American Arbitration Association or the Labor Relations Connection in accordance with said organization's rules.~~The grievance shall then be referred to the American Arbitration Association in accordance with its 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.~~If the Union and the Town Administrator agree to a different method of selecting an arbitrator, such agreement shall govern.~~

14.3 Only grievances arising out of the provisions of this Contract, relating to the application or interpretation thereof, may be submitted to arbitration.~~The arbitrator so selected shall call a hearing to be held within fourteen (14) days after his or her selection, and shall give at least seven (7) days notice in writing of the time and place of such hearing to the Town Administrator, the Union, and the aggrieved party. The hearing shall be informal and the rules of evidence prevailing in judicial proceeding shall not be binding. Any and all documentary evidence and other data, deemed relevant by the arbitrator, may be received in evidence.~~

~~14.4 The hearing or hearings conducted by the arbitrator shall be concluded within twenty (20) days of the time of commencement, and within ten (10) days after the conclusion of the hearing the arbitrator shall render his or her decision in writing upon the issues presented, a copy of which shall be mailed or otherwise delivered to the Town Administrator and the aggrieved person.~~

14.4~~5~~ 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.

~~14.7 Fees and necessary expenses of the arbitrator shall be borne equally by the Union and the Employer.~~

14.5~~9~~ 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.

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.

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:

(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.

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 ~~five (5)~~ 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.

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 six months will be granted, without pay, to employees who have completed at least one year of continuous service. An employee who becomes pregnant shall notify the Department Head in writing as soon as pregnancy has definitely been determined. Continued employment will normally be possible until the end of the eighth (8) month of pregnancy, provided however, that if the employee's physical condition warrants it the Department Head may require earlier leave of the employment under this paragraph.

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 ~~six month~~ 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 ~~six (6) months~~ thirteen (13) weeks, subject to COBRA provisions.

ARTICLE 21
BEREAVEMENT LEAVE

21.1 An employee may be absent for three (3) consecutive working days (with full pay for work days which occur during said three calendar day period), in the case of death of a father, mother, brother, sister, husband, wife or child.

21.2 Three (3) working days for father-in-law or mother-in-law or a grandparent.

21.3 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. Bereavement leave may only be extended up to and including the day of the 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 insurance buyback for the period of such leave, in lieu of enrollment in the Town's health insurance plan.~~All benefits to which the employee was entitled at the time his military leave under this paragraph commenced, including unused sick leave, will be restored to him or her upon return.~~

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 Union officials, shall, during working hours on the Employer's premises, be allowed to post Union notices on designated bulletin

boards.~~Union Stewards shall, during working hours on the Employer's premises, be allowed to post Union notices and distribute Union literature.~~

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 Blue Cross Blue Shield Coast to Coast 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.~~

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

Family Plan: $4~~2~~6,000 Deductible
Employer Share = $~~2~~3,000
Employee Share = $~~2~~3,000

Individual Plan: $~~2~~3,000 Deductible
Employer Share = $1,~~0~~500
Employee Share = $1,~~5~~000

The Town agreed to advance the monetary amounts of said deductible ($4~~2~~6,000 family or $~~2~~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.

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 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.~~Participating members of the bargaining unit, through payroll deductions, shall pay the employee share ($2,000 family and $1,000 individual – half of the amount that was advanced to the members) back to the Town. The amount of the employee share ($2,000 family and $1,000 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.~~

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, 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 $~~75~~100.00 per employee, any bargaining unit employee who purchases prescription eye glasses per fiscal year.

27.5 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 ~~ten (10)~~ 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 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.

27.6 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.

27.7 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.

27.8 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.

27.9 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.

27.10 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 ~~The Union shall be involved in any and all negotiations with the vendors of medical/dental insurance~~.

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.~~The Union will not cause, call or sanction any strike, work stoppage or slow down, nor will the Employer 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
ARBITRARY FIRINGS

30.1A 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, taking into account 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 or illegal drugs on Town premises or during work time;

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

Theft

30.1B 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.

30.2 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 31
CLOTHING ALLOWANCE

31.1 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.

31.2 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 pair of pants. One new pair of pants and/or shirt will be provided per year if necessary after the return of the damaged item.

ARTICLE 32
LONGEVITY

32.1 Full time employees hired prior to July 1, 2016 working the standard work week as defined in Article 4~~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

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 pay.

32.3 Full time and part time employees hired on or after July 1, 2016 shall not be eligible to receive any longevity payments.

ARTICLE 33
SEVERABILITY

33.1 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.

33.2 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 34
RETIREMENT

34.1 The Town's contribution into the retirement system shall be as determined by the Municipal Employees Retirement System (MERS) as amended.

34.2 The Town of Tiverton hereby accepts Plan C of Rhode Island General Law 45-21-52 as amended. Each employee retiring shall receive a Cost of Living Adjustment (COLA) annually starting the January next following the date of retirement. Each employee shall contribute an additional one percent (1%) toward this benefit.

ARTICLE 35
SALARIES

35.1 During the period of time commencing on July 1, 2013~~5~~6 ending on June 30, 2016~~7~~9 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 36
EMPLOYEES EXEMPT FROM UNION MEMBERSHIP

36.1 The Union agrees that the Executive Assistant to the Town Administrator and the Municipal Court Clerk are not part of the bargaining unit, and that these positions are specifically exempt from membership in the Union.

ARTICLE 37
"PEOPLE" DEDUCTION~~SPECIAL PROVISION~~

37.1 Upon receipt of a voluntary written authorization from any employee covered by this Agreement, on forms provided by the Union, the Town shall deduct from the

pay of such employees the PEOPLE contributions authorized by the employee and forward said deductions to Council 94 A.F.S.C.M.E. Deductions shall not be coupled with Union dues and shall be forwarded separately. The indemnity and hold harmless provisions of Article 3, Section 3.4 of this Agreement shall apply with equal force to this Article 37 as if fully repeated herein. The Union agrees to reimburse the Town for the expenses related to this PEOPLE payroll deduction, which the parties mutually agree shall be equivalent to one (1) hour's pay at the rate of a payroll clerk for every fiscal quarter in which the Town makes any payroll deduction pursuant to this Article 37.~~Effective as of the date of final ratification by the Town Council of this collective bargaining agreement the Town agrees to make the Town Maintenance function an independently operating division of the Department of the Public Works. The day-to-day reporting authority of the Town Maintenance shall be to the Town Administrator in accordance with his authority under the Town Charter.~~

ARTICLE 38
DURATION

38.1 The provisions of this agreement shall be effective July 1, 201~~3~~6 and shall continue and remain in full force and effect until June 30, 201~~6~~9. All provisions of this contract shall remain in effect until a new contract can be negotiated.

~~38.2 Said agreement will be automatically renewed and will continue in full force and effect for additional periods of one year unless either the Employer or the Union gives written notice to the other not later than ninety (90) days prior to the aforesaid expiration date or any anniversary thereof of its desire to terminate this agreement.~~

38.~~3~~2 Whenever salaries or other matters requiring appropriation of money are to be included as matters for negotiation or collective bargaining between the parties, the Union shall serve written notice of its request for negotiations or collective bargaining on the Employer at least one hundred twenty (120) days before the last day of which money can be appropriated by the Town of Tiverton appropriating authority to cover the first year of the contract period which is the subject of such negotiations or bargaining procedure.

FOR THE TOWN OF TIVERTON:

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

Matthew Wojcik~~James Goncalo~~

Town Administrator

[~~ADD PRESIDENT~~Jodi Roy]~~Robert Martin~~
President

~~Marissa Athanasiou~~Silvio Napolitano
Staff Representative

Date

SALARY SCHEDULE FOR CURRENT EMPLOYEES
201~~3~~6-201~~6~~9

	2.75~~1.5~~% 1~~7~~/1/17~~3~~	1.75% 7/1/17~~4~~	1.5% 7/1/18~~5~~
TOWN CLERK'S OFFICE			
Supervising Clerk	22.02	22.35	22.69
Report/Lic. Clerk	21.06	21.38	21.70
Clerk/Typist	21.06	21.38	21.70
~~Clerk ½ with Treasurer's Office~~Canvassing Clerk	21.06	21.38	21.70
TAX COLLECTOR'S OFFICE			
Assistant Tax Collector	22.02	22.35	22.69
Clerk ½ with Tax Assessor's Office	21.06	21.38	21.70
~~Part Time Wastewater Management Clerk~~	~~15.21~~	~~15.44~~	~~15.67~~
TAX ASSESSOR'S OFFICE			
Supervising Clerk	22.02	22.35	22.69
Clerk ½ with Tax Collector's Office	---	---	---
TREASURER'S OFFICE			
Assistant Treasurer	22.02	22.35	22.69
Bookkeeper / Payroll Clerk	21.06	21.38	21.70
Clerk ½ with Town Clerk's	---	---	---
PLANNING DEPARTMENT			
Assistant	21.06	21.38	21.70
BUILDING INSPECTOR'S OFFICE			
Building/Zoning Official's Assistant	22.02	22.35	22.69
POLICE DEPARTMENT			
Chief's Secretary	22.02	22.35	22.69
Records Room Senior Clerk	21.06	21.38 20.60	21.70 20.91
Records Room Clerk/CCO	20.30		
Control Center Operators	20.30	20.60	20.91
Animal Control Officer	19.90	20.20	20.50
SENIOR CITIZEN CENTER			
Part Time Assistant Director	15.21	15.44	15.67
MAINTENANCE			
Foreman Laborer	23.77	24.13	24.49
Custodial Maintenance	18.14	18.41	18.69
Custodial Maint./Mechanic	20.90	21.21	21.53
FIRE DEPARTMENT			
Chief's Secretary/Billing Clerk	22.02	22.35	22.69

DEPARTMENT OF PUBLIC WORKS Clerk	21.06	21.38	21.70~~53~~

APPENDIX

All full time ~~and part 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