AGREEMENT

BETWEEN

TOWN OF NARRAGANSETT
RHODE ISLAND

AND THE

RHODE ISLAND LABORERS' DISTRICT COUNCIL

on behalf of

PUBLIC SERVICE EMPLOYEES' LOCAL UNION 1033

affiliate of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

Effective: July 1, 2005 through June 30, 2008

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AGREEMENT

THIS AGREEMENT is entered into as of the 1st day of July, 2005, by and between the TOWN OF NARRAGANSETT, RHODE ISLAND, (hereinafter referred to as the "Employer"), and the RHODE ISLAND LABORERS' DISTRICT COUNCIL acting for and on behalf of PUBLIC SERVICE EMPLOYEES' LOCAL UNION 1033, PROVIDENCE, RHODE ISLAND, of the Laborers' International Union of North America, AFL-CIO, (hereinafter referred to as the "Union").

PREAMBLE

This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and employees, to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.

The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for respective organizations and at all levels of responsibility.

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

ARTICLE I

RECOGNITION

Section 1. (a) The Employer hereby recognizes and acknowledges that the Union is the exclusive representative for all employees in the bargaining unit as established by the Rhode Island Labor Relations Board as a result of a Petition submitted in Case No. EE-3507 and certified by an election held on 5/28/93, as follows: Engineering Technician, Municipal Court Clerk, Senior Municipal Court Clerk, Information Resources Manager, Tax Collector, Tax Assessor, Water Superintendent, Assistant Building Inspector, Wastewater Superintendent, Wastewater Maintenance Supervisor, Process Controller, Purchasing Agent, Controller, Project Engineer, Computer Programmer, Network Technologist, Environmental Planning Specialist, Program Coordinator and Staff Engineer.

(b) Expressly excluded from the above defined bargaining unit are: Town Manager, Executive Secretary, Town Clerk, Town Engineer, Public Works Director, Director of Parks and Recreation, Police Chief, Fire Chief, Senior Citizens Coordinator (unless this position is subsequently included by decision of the Labor Board or by Agreement of the parties), Community Development Director, Finance Director, Town Treasurer, Building Official, all other Municipal employees of the Town of NARRAGANSETT covered by a Collective Bargaining Agreement with any other Union, seasonal, casual and temporary employees excluded from collective bargaining by the R. I. Labor Relations Act and the Municipal Employees' Act.

Section 2. The Union recognizes the NARRAGANSETT Town

Council and/or its designated representative(s) as the appropriate agents of the Employer.

Section 3. Employee Defined. Whenever used in this Agreement, the terms "member" or "employee" shall have the same meaning, which is: active, full-time, permanent, paid employees within the categories set forth above within the bargaining unit employed by the Town. Individuals who are on leave of absence or absent for active military service shall be entitled to none of the benefits of this Agreement except to the extent they are expressly granted eligibility for certain benefits in other sections of this Agreement or as may otherwise be provided for by law.

Section 4. Management Rights. The Union recognizes that, except as specifically relinquished or abridged by the express terms of this Agreement or applicable law including the obligation to bargain, all rights to manage, direct or supervise the Town's operations and its employees are vested solely in the Town. Except as expressly and necessarily limited by the provisions of this Agreement or applicable law, among the rights retained by the Town pursuant to this Agreement are the rights to:

(1) hire, discharge or discipline employees.

(2) introduce new or improved work methods, procedures, equipment or facilities and to reduce the workforce.

(3) lay off employees.

(4) assign work.

(5) fix standards of quality and quantity for work done.

(6) control the types of work, amount of work, method of accomplishing work and scheduling of operations of the Town.

(7) determine the number of employees on any assignment and job content.
(8) rearrange jobs and tasks to improve operational efficiency and/or eliminate slack and idle time and/or to improve the service to the public.

(9) hire such temporary and/or part-time employees as it see fit.

(10) enact and alter from time to time personnel rules, regulations and procedures, governing the conduct of employees, any and all aspects of employment and the internal conduct of the affairs of the Town, which are not in direct and necessary conflict with the explicit provisions of this Agreement.

This listing of the foregoing specific rights in no way limits the generality of this Article hereof. Notwithstanding any other provision of this Agreement, the Town retains the right to take any reasonable action in unforeseen, out of the ordinary events to protect the public interest, even if such action is contrary to the express terms of this Agreement.

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

This Collective Bargaining Agreement is not an Agreement on the part of the Town to continue to conduct all of any part of its operations.

ARTICLE II

UNION SECURITY AND DUES DEDUCTION

Section 1. All employees as defined above shall have the right to join the Union. Employees who choose not to join the Union, however, and who are covered by the terms of this Agreement, may be required to pay a monthly service fee to the Union for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities to

represent all of the employees in collective bargaining with the Town. This fee shall be payable at the same time and in the same manner as members' dues. Other than the payment of these service fees, those employees who do not choose to join the Union shall be under no further obligation or requirements of any kind to the Union.

The Union agrees to accept into membership every employee covered by this Agreement who renders dues as a condition of acquiring and retaining membership.

Section 2. All employees who, on the effective date of this Agreement, are members of the Union, and all employees who become members thereafter shall, as a condition of employment, maintain their membership in good standing to the extent of paying the periodic dues uniformly required as a condition of the Union membership.

During the term of this Agreement, every employee in the bargaining unit who is not a member of the Union shall, as a condition of employment, on and after the effective date of this Agreement, pay to the Union a monthly service charge in the amount equivalent to the then current dues uniformly required for members of the Union. All new employees must remit, to the Union, any dues or initiation fees due after thirty (30) calendar days of employment.

Section 3. The failure of any employee to maintain membership or pay the service charge required of non-members in accordance with the terms of the Agreement, shall be considered a ground for dismissal, and upon notification by the Union of such failure on the part of any employee, the Town agrees to discharge

such employee, provided, however, that nothing contained herein shall be construed so as to place any obligation upon the Town to discharge any employee for failure to maintain membership in the Union if the membership was terminated for reasons other than the failure of the employees to tender the periodic dues and initiation fees uniformly required as a condition of maintaining membership.

Section 4. The Town shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the monthly dues of the Union or the service charges provided herein. Such deductions shall be made each pay period for which they are due and shall be forwarded to the Secretary-Treasurer of the Union monthly together with a list of employees for whom dues have been deducted. If any employee has no earnings due for that paycheck, the Union shall be responsible for collecting said dues. The Union will give the Town thirty (30) days' notice of any change in the amount of union dues to be deducted, and there shall be no more than two (2) such changes in any contract year.

Section 5. The Employer agrees not to enter into any agreement or contract with members of the bargaining unit, individually or collectively, nor negotiate or bargain with them, unless it is through the duly authorized representative of the Union, and any such agreement entered into shall be null and void.

Section 6. Sample Authorization Form

PUBLIC SERVICE EMPLOYEES' LOCAL UNION 1033
Providence, Rhode Island
Dues Deduction Authorization

I authorize you to deduct from my weekly pay the sum of _____ per week for Union dues payable to the Secretary-Treasurer of Local Union 1033.

_____	_____
Date	Employee's Signature
_____	_____
Employee's S.S. Number	Employee's Identification No.

_____

Address

Such authorization form, deduction, practices and procedures enumerated in this Article shall be in compliance with the requirements of all State laws and regulations regarding same.

The Employer will remit monthly, the deduction withheld weekly to the Secretary-Treasurer of Local Union 1033, 410 South Main Street, Providence, Rhode Island 02903 on Payroll Optional reports listing the employee's name, identification number, social security number, department number, and amount of dues deducted.

The Union shall indemnify and hold harmless the Employer for any and all claims, liabilities and costs incurred by the Employer as a result of the Employer's compliance with this Article II.

ARTICLE III

NONDISCRIMINATION

There shall be no discrimination against any employee by reason of race, color, creed, sex, age, national origin or Union membership.

The Employer and the Union affirm their joint opposition to

any such discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains in full utilization of an employee's skill and ability without regard to consideration of race, color, creed, sex, age or national origin.

No employee covered by this Agreement shall be discharged, laid off, demoted, suspended, transferred, or affected in any way because of political beliefs or lawful activities.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1. The regular work week and hours of work for all employees covered by this Agreement shall remain as that in effect on July 1, 1993 and as follows.

Schedule A: Monday to Friday, with a one (1) hour lunch period.

Senior Municipal Court Clerk
Municipal Court Clerk*
Asst. Building Inspector
Engineering Aide
Computer Programmer
Project Engineer
Engineering Technician
Network Technologist

Schedule B: Monday to Friday, with a one (1) hour lunch period.

Controller
Information Resources Manager
Tax Assessor
Environmental Planning Specialist
Tax Collector
Purchasing Agent
Program Coordinator

Schedule C: Monday to Friday, with a one (1) hour lunch period.

Waste Water Superintendent
Wastewater Maintenance Supervisor
Water Superintendent
Process Controller

*denotes Flex workweek which incorporates existing weekend or evening work in lieu of weekday work at regular rate of pay.

Section 2. Overtime

(a) Employees listed in Schedule A above shall be compensated at their regular rate of pay for all hours worked or credited in excess of thirty-five (35) hour per week up to forty (40) hours per week and overtime compensation at 150% of the regular rate of pay for all hours worked or credited in excess of forty (40) hours per week.

(b) Employees listed in Schedule B above may earn, subject to the provisions herein, compensatory time off with pay for all hours worked or credited in excess of thirty-five (35) hours per week at their regular rate of pay. Fifty (50%) percent of said compensatory time shall be documented and the additional fifty (50%) percent shall be treated in accordance with the existing policy of the Town Manager.

Employees listed in Schedule B above are exempt employees pursuant to the Fair Labor Standards Act and are not entitled to overtime pay.

(c) Employees listed in Schedule C above shall earn overtime compensation at 150% of the regular rate of pay for all hours worked or credited in excess of forty (40) hours per week.

(d) Compensatory time off with pay, when granted, shall be scheduled with the approval of the employee's Supervisor or the Town Manager or his/her designee. Compensatory time may be discharged in amounts equal to one full workday.

Section 3. (a) Any employee covered by this Agreement, who is called into work outside of his/her regular hours, for a period of time that is not connected to his regular hours, shall be granted compensatory time off with pay or, pursuant to Section

2 above, paid at the rate of one and one-half (1-1/2) times his/her regular rate of pay for all such hours worked, but in any event, shall be guaranteed four and one-half (4½) hours' compensatory time or three (3) hours pay at the rate of one and one-half (1½) times his/her regular rate of pay, pursuant to Section 2 above. In the event that such hours worked are in excess of the applicable workweek, the employee shall not be paid overtime in addition to the premium pay or guarantee provided by this section.

(b) When the Waste Water Superintendent or Water Superintendent are assigned to standby, they shall be eligible for four (4) hours pay at their regular rate unless they are required to report to work. When the Waste Water Superintendent or Water Superintendent are required to report to work while on standby status, they shall receive compensation as provided in Section 3(a) above.

Section 4. Coffee Breaks Employees shall receive one ten (10) minute coffee break during the first four (4) hours of their daily assignment and one ten (10) minute coffee break during the balance of their daily assignment, all with notification to the employee's Supervisor.

ARTICLE V

SALARIES AND HOURLY RATE SCHEDULE

Section 1. Effective to July 1, 2005, all bargaining unit classifications shall receive a three and three-quarters (3.75%) percent wage increase. Effective July 1, 2006, all bargaining unit classifications shall receive a three and eight-five one hundredths (3.85%) percent wage increase. Effective July 1,

2007, all bargaining unit classifications shall receive a four and eight-five one hundredths (4.85%) percent wage increase.

Section 2. In addition to the salaries listed in this Agreement, there shall be paid a longevity supplement. Longevity shall be computed as a percentage of salary and based upon employees' years of seniority in accordance with the table set forth below:

YEARS OF SENIORITY	PERCENTAGE OF SALARY
0-4	0%
5-9	1%
10-14	2%
15-19	3%
20-24	4%
25+	5%

Section 3. Effective July 1, 2007, the longevity supplement paid to employees after July 1, 2007 as set forth herein shall be included within the definition of ``Average Final Compensation'' as set forth in Section 16.1 of the Town of Narragansett Code of Ordinances.

ARTICLE VI

SENIORITY AND PROMOTION

Section 1. Definition. Seniority shall be defined as the total length of service with the Employer and shall begin to accrue following completion of the probationary period. Upon completion of the probationary period, seniority shall be based upon the employee's initial date of hire.

Section 2. New employees covered by this Agreement shall serve a probationary period of six (6) months and during this

probationary period, said new employees and the Union acting on behalf of said new employees, may not challenge imposed discipline, including termination through the grievance and arbitration provisions contained herein. During the probationary period, the Town shall have the complete discretion to determine whether or not to retain any probationary employee for any reason. Notwithstanding the foregoing, the Town, at its option, may extend the probationary period from six (6) months to one (1) year.

Section 3. Accumulation Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave.

Section 4. Break in Seniority. Seniority shall be considered broken only for the following reasons:

(a) When an employee has been discharged for just cause.

(b) When an employee voluntarily terminates his/her employment.

(c) When an employee exceeds an authorized leave of absence.

(d) When an employee fails to respond to a recall notice.

(e) When an employee engages in other work without authorization while on leave of absence.

(f) When an employee is laid off in excess of eighteen (18) consecutive months.

(g) Absent extenuating circumstances, when an employee fails to report an absence from work of five (5) consecutive working days within that period.

Section 5. It is understood that it is the employee's responsibility to advise the Town Manager of his/her current address and telephone number.

Section 6. Seniority Lists The Employer shall furnish the

Union with a seniority list at least twice annually (January 1st and July 1st) of each year upon written request from the Union.

Section 7. Promotions Notice of all vacant positions within the bargaining unit to which the Town seeks to fill shall be posted on appropriate bulletin boards for five (5) calendar days.

Any employee who is interested in filling the vacancy shall apply in writing to the Town Manager within ten (10) days after the notice has first been posted.

The Town may promote the senior bargaining unit applicant who applies for the position and who has the qualifications required pursuant to the approved job description for the vacant position. Seniority shall prevail in bidding, but nothing herein is intended to deprive the Town of its complete discretion to determine who is best qualified to perform the duties of any open position and to select the individual it deems best suited for the position, whether that person is an employee or not, all subject to the grievance procedure herein. Seniority shall be used by the Employer as a tiebreaker in the event the Town deems two or more candidates to be reasonably equal in terms of past performance, experience, discipline, education, attendance, and other relevant factors.

Seniority in the first instance shall be departmental seniority with preference to bargaining unit applicants from within the department that the vacancy exists.

Seniority in the second instance shall be town-wide seniority.

Section 8. Promoted employees shall serve a probationary period in the promoted position of sixty (60) working days during

which time the promoted employee may be returned to their previous position for unsatisfactory performance or lack of qualifications subject to challenge through the grievance and arbitration provisions contained herein.

ARTICLE VII

HOLIDAYS

Section 1. All employees covered by this Agreement shall be paid the regular rate of pay for each of the following designated holidays:

1/2 Day before New Year's Day
New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Victory Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
1/2 day before Christmas
Christmas Day

Section 2. Whenever a holiday falls during the employee's vacation, said employee shall be compensated at his or her regular rate of pay and not in addition to vacation pay; and the employee shall not be charged vacation leave for the day of the holiday.

Section 3. In the event any designated holiday falls on an employee's day off, the employee shall be entitled to the holidays at the regular rate of pay or compensatory time off. Compensatory time off shall be with the approval of the Town Manager and shall not be arbitrarily withheld.

Section 4. Employees temporarily absent due to injury suffered in the course of employment, or due to bona fide illness causing temporary absence, will not be charged for sick leave for a holiday.

Section 5. Employees absent on leave without pay shall not

be eligible for Holiday pay.

ARTICLE VIII

VACATION LEAVE

Section 1. Any employee who has been in the employ of the Employer for more than six (6) months in the aggregate shall receive one (1) week vacation leave with pay.

Section 2. Any employee who has completed one (1) year of employment shall be entitled to two (2) weeks' annual vacation leave each calendar year with pay. Said vacation leave entitlement includes the one (1) week benefit provided above and this section shall not be construed to grant a new employee three (3) weeks of annual vacation during the first year of employment with the Town.

Section 3. Any employee who has completed five (5) years of employment shall be granted three (3) weeks' annual vacation leave each calendar year with pay.

Section 4. Any employee who has completed ten (10) years of employment shall be granted four (4) weeks' annual vacation leave each calendar year with pay.

Section 5. Any employee who has completed fifteen (15) years of employment shall be granted four (4) weeks' annual vacation leave plus one (1) additional day for each year of employment beyond fifteen (15) years each calendar year with pay, to a maximum of five (5) weeks annually.

Section 6. Employees may discharge vacation leave in hourly increments.

Section 7. Employees shall be allowed to carry over any

unused vacation leave credits from one year to another up to a maximum of ten (10) days.

Section 8. Vacation leave shall be accounted for in hours, i.e. one (1) week vacation leave for a thirty-five (35) hour employee equals thirty-five (35) hours' vacation leave.

ARTICLE IX

PERSONAL LEAVE

Section 1. Employees covered by this Agreement shall be granted three (3) personal leave days with pay each fiscal year. Said leave may be discharged only upon approval by the Town Manager or his/her designee. In the event an employee does not use any sick leave within a six (6) month period (7/1 to 12/31) or (1/1 to 6/30), he/she shall be granted one (1) additional personal day off with pay for each such period, all to be discharged at the employees' discretion. Personal Leave not discharged may not be carried over to the next fiscal year. Personal leave for new employees shall be prorated based upon the number of months remaining in the fiscal year.

ARTICLE X

SICK LEAVE

Section 1. All employees of the bargaining unit regularly employed continuously for at least three (3) months shall be entitled to sick leave with full pay. Sick leave shall be granted for the following reasons:

(a) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his/her position.

(b) Attendance upon members of the family within the

household of the employee, whose illness requires the care of such employee, provided that not more than seven (7) working days with pay shall be granted to employees for this purpose in any one calendar year.

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

Section 2. Sick leave with full pay for the employees of this bargaining unit shall be computed at the rate of one and one half (1-1/2) working days per month for each full month of service, not to exceed eighteen (18) days per year.

Such annual sick leave of eighteen (18) working days with pay, when not used, shall be cumulative, but the accumulated and unused portion of such sick leave, for discharge purposes, shall not exceed one hundred eighty (180) days at one time. Employees shall be paid for all sick leave accumulation beyond 180 days as of December 1, and this payment shall be made in December each year.

Section 3. Sick leave shall be discharged in hourly increments. All sick leave shall be accounted for in hours in the same manner as a vacation leave.

Section 4. The Employer may require satisfactory evidence in support of any request for sick leave. Such evidence shall be required for each sick leave with pay covering an absence of more than three (3) consecutive working days.

Section 5. Employees who retire (FICA Retirement or vested employees in the Town Pension Plan) shall be entitled to a lump-sum payment equal to one hundred percent (100%) of the value of

unused accumulated sick leave.

Section 6. The Town shall pay the Estate of any employee covered by this Agreement who deceases while on employee status, a lump sum equal to 100% of the value of unused accumulated sick leave. This benefit shall not exceed the value of 180 days.

Section 7. Any employee injured on the job who is receiving Workers' Compensation benefits shall not be charged with Sick Leave and shall receive regular wages provided said benefit checks are endorsed to and forwarded to the Town Treasurer.

Section 8. The Town may require, at its option, a doctor's certificate from any employee returning from sick leave in excess of five (5) consecutive work days, certifying the employee's fitness for duty. The Town shall compensate affected employees with their out of pocket expenses associated with this exam.

ARTICLE XI

LEAVE OF ABSENCE

Section 1. It is agreed that upon written application an employee may be granted, at the discretion of the Town Manager, a leave without pay or other benefits, not to exceed six (6) months, subject to one (1) renewal not to exceed an additional six (6) months, for reason of personal illness, disability, or other purpose deemed proper and approved by the Employer.

At the expiration of such leave, the employee shall be returned to the position from which he/she is on leave at the same step of the then current range for his/her class of position.

Seniority shall be retained during all leaves without pay.

This leave shall not negate any rights pertaining to leave

that arise out of State or Federal Law.

ARTICLE XII

BEREAVEMENT LEAVE

Section 1. All employees of the bargaining unit shall be allowed leave without loss of pay, when death occurs in an employee's immediate family, (i.e. employee's legal spouse, mother, father, son, daughter, brother, sister, grandparents, in-laws of the same relation as aforestated, or other family members who lived in the employee's household) provided that in such cases the leave shall not exceed more than three (3) work days.

Section 2. All employees covered by this Agreement shall be granted one (1) day leave with pay to attend funeral services for aunts, uncles and cousins.

Section 3. In the event there is a death in the employee's family, but not, as defined above, the employee shall be granted time to attend the funeral service without loss of pay, to a maximum of one (1) day, provided that the leave is approved by the Town Manager or his/her designee.

ARTICLE XIII

JURY LEAVE

Section 1. An employee who is called for jury service in a court of law shall be excused from work for the days on which the employee serves and shall receive, for each such day of jury service on which the employee otherwise would have worked, the straight-time rate of pay for each hour of absence, less the amount received for jury duty.

ARTICLE XIV

MILITARY LEAVE

Section 1. Any employee who is a member of the national guard or reserves and must attend annual training, up to three (3) weeks, will be paid his/her regular wages less whatever such employee receives in military salary. This time will not count as vacation. A copy of the employees Military Orders shall be presented to the Town Manager.

Section 2. Any employee who is called into military service involuntarily or who is ordered into an active reserve status from an inactive reserve status involuntarily, shall be credited with accumulated "continuous employment service" for purposes of seniority for such time, provided the employee shall return to employment within thirty (30) calendar days upon release from military service in the armed forces. Such leave of absence shall be deemed to have expired thirty (30) days after the date of discharge from, or authorized separation from, active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave. At the conclusion of such leave, the employee shall be returned to his/her position at the then existing salary level and during said leave, seniority shall continue.

Section 3. Military leave and employee return rights shall be granted in accordance with applicable state and federal laws.

Section 4. Employees shall be allowed to purchase up to a maximum of four (4) years of continuous active duty military

service time. The employee shall furnish the Town with his DD214.

ARTICLE XV

SPECIAL TIME OFF

Section 1. The Union Negotiating Committee shall consist of not less than three (3) employees nor more than four (4) employees designated by the Union, two (2) of which shall be afforded time off with pay required to negotiate agreements when negotiations are scheduled during regular working hours.

Section 2. The Union shall submit to the Town, upon request, a list of designated Union stewards, not to exceed two (2), who shall be recognized as such by the Town in the departments and divisions indicated in the submission.

The Union may also be represented by representatives of Local Union 1033, International Representatives, and representatives of the Rhode Island Laborers' District Council with Legal Counsel.

Section 3. The Steward (one individual) and grievant shall be permitted reasonable time to investigate, present and process grievances on or off the property of the Employer within the Town of NARRAGANSETT, without loss of time or pay; provided, however, that the Steward or his/her alternate shall receive no compensation for time spent outside of regular work hours.

ARTICLE XVI

HEALTH AND WELFARE

Section 1.(a) The Employer shall provide to each employee covered by this Agreement full Blue Cross Healthmate Coast-to-Coast coverage with Prescription Rider, Vision Care Rider and

Student Rider to age 25 or the currently offered United Health Plan, family or individual coverage as appropriate, subject to the following:

(i) Employees hired on or before June 30, 2001 may elect either coverage identified above; provided, however, that in the event any such employee who is currently enrolled in Blue Cross Healthmate Coast-to-Coast coverage with Prescription Rider, Vision Care Rider and Student Rider to age 25 desires to convert his/her coverage to the currently offered United Health Plan, he/she may do so provided that he/she reimburse the Town the difference in premium between the currently offered United Health Plan and the Blue Cross Healthmate Coast-to-Coast Plan. In the event any such employee who is enrolled in the currently offered United Health Plan desires to convert his/her coverage to the currently offered Blue Cross Healthmate Coast-to-Coast plan, he/she may do so at no cost to him/her.

(ii) Employees hired on or after July 1, 2001, shall be provided full Blue Cross Healthmate Coast-to-Coast coverage with Prescription Rider, Vision Care Rider and Student Rider to age 25.

(b) The Employer shall also provide employees who retire(d) after July 1, 1992 and their spouses the same coverage they enjoyed while an active employee. For those employees who retire after July 1, 2001, said coverage shall be effective through the last day of the month in which the employee becomes Medicare eligible and shall be effective for the employee's spouse through

the last day of the month in which the employee's spouse becomes Medicare eligible. The coverage provided for herein to a retiree's spouse shall only be provided if the retiree and spouse are married at the time of retirement and shall cease if divorced subsequently unless a Court Decree requires the retiree to provide medical coverage to his/her spouse.

(c) The coverage provided to employees who retire after July 1, 2001 as set forth in section (b) above shall convert to Blue Cross Plan 65 with regulation 46, fee for service prescription rider and major medical, along with medicare part b on the first day of the following month in which the employee became medicare eligible. Upon submission of proof of enrollment, in June and December of each year the Town shall reimburse the part B medicare cost to retirees. The same coverage shall be provided to the spouse of employees who retire after July 1 2001 as set forth in section (b).

Section 2. With thirty (30) days' notice to the Union and all employees covered by this Agreement, the Town shall have the right at any time during this Agreement to provide equivalent benefits under different plans and from different providers, for any or all benefits in this Article.

Section 3. Alternative Health Option. Upon presentation of proof of alternative health care coverage pursuant to a non-Town paid plan satisfactory to the Town, employees eligible for paid health care insurance under this Agreement may choose not to be covered under the Town's group health insurance policies. Eligible employees enrolled in a family plan making this choice shall receive fifty percent (50%) of the Town's cost for family

plan coverage for each full contract year in which they are not covered for family coverage and those dropping individual coverage, the compensation shall be fifty percent (50%) of the Town's cost for individual coverage for each full contract year of noncoverage by a Town plan. The parties understand and agree that neither employees whose spouses are employed by the Town nor those who have not in the past chosen to be covered by Town policies shall be eligible for this benefit. For each year in which the employee opts out under this Section, he/she shall receive no coverage pursuant to this Article, except that employees may opt back into the plan in the event of a Major Life Event causing loss of alternative coverage, such as death or loss of employment of a spouse. Payments to employees under this provision shall be made at the end of each contract year, in arrears. If an employee has opted back into Town coverage during the course of a contract year, he/she shall be entitled to pro rata payment under this Section for that year. Payment by the Town shall be based upon the cost to the Town of the Plan the employee was enrolled in prior to opting out. Eligible employees must notify the Town of their election no later than June 30.

If any employee covered by this Agreement has a spouse also employed by the Town and the employee's spouse receives Medical and Dental benefits from the Town which also cover the employee, then that employee shall not be entitled to any of the benefits provided for in Article XVI or XVII of this Agreement.

Section 4. Co-Payment. For all employees hired before July 1, 1996, the expense of the health care coverage and dental benefits provided for in Articles XVI and XVII shall be borne by

the Employer. For all employees hired on or after July 1, 1996, 80% of the cost shall be paid for by the Employer and 20% shall be paid for by the employee through regular payroll deductions.

ARTICLE XVII

DENTAL BENEFITS

Section 1. The Employer shall furnish Delta Dental Level I-IV coverage for all active and retired employees and their families.

Section 2. Notwithstanding the foregoing, with thirty (30) days= prior notice to the Union, the Employer shall have the right at any time during this Agreement to provide substantially equal dental benefits under a different plan than that specified in Section 1 and in lieu thereof.

ARTICLE XVIII

LIFE INSURANCE

The Employer shall provide life insurance coverage for all employees in the amount of Twenty-five Thousand ($25,000) Dollars. Upon retirement, the Town shall continue to provide said benefit.

ARTICLE XIX

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievances. It is mutually understood and agreed that all grievances of employees or the Union arising out of the provision of this contract shall be filed and processed as follows:

Section 2. The employee's Union steward (one individual) shall be guaranteed reasonable time off during working hours to seek to settle grievances without loss of pay. The Steward shall

not receive compensation from the Employer for any time spent outside the regular work hours. An aggrieved employee shall have the right to Union representation, during the grievance procedure.

Step 1. The Employee shall present such grievance to his/her immediate Supervisor outside of the bargaining unit within five (5) days of the grievance event or knowledge thereof. The immediate Supervisor shall have five (5) working days to respond to the grievance in writing.

Step 2. In the event the grievance is not satisfactorily adjusted, the Union shall present such grievance in writing to the Town Manager or his/her designee within five (5) working days from the receipt of the Step 1 response. The Town Manager or his/her designee shall have ten (10) working days to respond to the grievance in writing.

Step 3. In the event the grievance is not satisfactorily adjusted, the Union shall present such grievance in writing to the Personnel Appeals Board within ten (10) days from receipt of the Step 2 response. The Personnel Appeals Board shall have fifteen (15) working days to respond to the grievance in writing.

All time limits provided herein may be extended by agreement of the parties.

Section 4. If a grievance is not settled, such grievance may at the request of the Union or the Town, be referred to the American Arbitration Association in accordance with its rules then obtaining.

The Arbitrator's decision shall be final and binding upon

the parties subject to the provisions of Title 28, Chapter 9, R.I.G.L. The expenses of such arbitrator shall be borne equally by the parties. The arbitrator shall have no power to disregard, alter, amend, add or deduct from the provisions of this Agreement.

The submission to arbitration must be made within fifteen (15) working days of receipt of the Personnel Appeals Board's answer, as stated in Step 3 or else it shall be deemed to have been waived.

Any grievance which is not presented at Step 1 within five (5) working days excluding Saturdays, Sundays and Holidays, of the date of occurrence or knowledge thereof shall be deemed to have been waived. Failure of the Union to comply with the other time limitations set forth in this Article shall also constitute a waiver of the grievance. Failure of the Town to respond timely at any step of the grievance procedure shall enable the Union to proceed to the next step, including arbitration.

ARTICLE XX

NO STRIKE/NO LOCKOUT

Cognizant of the statutory prohibition against strikes by employees covered by this Agreement, neither the Union nor any employees covered by this Agreement shall engage in, induce, cause, or encourage any strike, slowdown, refusal to perform duties (including collective absenteeism for alleged illness), work stoppage, or withholding of services of any kind for any reason during the life of this Agreement.

The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XXI
PROTECTIVE CLOTHING, BULLETIN BOARDS, AND SAFETY, AUTOMOBILE ALLOWANCE AND COMPENSATION

Section 1. Protective Clothing/Clothing Allowance. The Employer shall provide required protective clothing for the Assistant Building Inspector, Engineering Technician, Process Controller, Water Superintendent, Wastewater Superintendent, Wastewater Maintenance Supervisor and Staff Engineer Project Engineer.

Section 2. Bulletin Boards. The Employer shall allow Bulletin Boards at the Union's expense in conspicuous places to be used solely for the posting of Union notices, rules and regulations.

Section 3. Safety. Both the Employer and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices and rules for the protection of employees and the public.

Section 4. Automobile Allowance. The Employer shall continue to pay existing annual automobile allowance in the existing amounts during the term of this contract or until such time as the Town develops and implements a transportation pool for use by employees. Employees receiving the annual automobile allowance are: Assistant Building Inspector and Tax Assessor. The Town shall provide a mileage allowance to employees who do not receive an annual automobile allowance and who on occasion use their personal vehicle for Town business in the sum of thirty-six and one-half (36.54) cents per mile. This latter amount shall be adjusted annually, each July 1, to the amount

published in the Federal DOD Travel Regulation.

Section 5. Compensation. Employees covered by this Agreement who are authorized by the Employer to work in a higher-rated classification in the Bargaining Unit shall receive the higher rate of pay, commencing with the start of the second consecutive day. In the event an employee starts the work day in a higher-rated classification, the employee shall receive the higher pay of that classification for the full day.

Section 6. Uniforms. For those employees required by the Employer to wear uniforms, the Employer shall provide such uniforms.

ARTICLE XXII

MISCELLANEOUS

Section 1. Parental Leave. In addition to all benefits applicable by contract or law, an employee shall be granted a parental leave without pay and not to exceed one (1) year from the date of birth of the child, unless extended by the Employer. The employee shall notify the Town thirty (30) days in advance of the required leave. Sick Leave and Vacation Leave shall not accrue during this leave.

Section 2. Pension Benefit.

(a) Employees covered by this Agreement shall continue to participate in the existing retirement system and shall enjoy the following enhanced benefits:

(i) Employees shall be eligible to retire after twenty (20) years of service, regardless of age.

(ii) Employees shall annually receive a compounded cost of living adjustment of 3% effective July 1 of the year

in which they turn 58 years old.

(b) In consideration of the foregoing, employees' contribution to the Town's retirement system shall be 8% of wages. Effective July 1, 2007, said contribution shall be 9% of wages inclusive of the longevity supplement provided herein.

Section 3. Discipline. The Town shall have the right to demote, discharge, suspend, or otherwise discipline any employee for just cause. In addition to the reasons set forth in Section 2-265 of the Code of Ordinances of the Town of NARRAGANSETT, just cause shall also include, without in any way limiting this definition, drug abuse or intoxication on the job, larceny or conversion of the Town's property or the property of others within the work environment, or unwillingness to regularly report to work as scheduled and to work, in full, the hours scheduled, unless excused or on leave, engaging in criminal conduct, a strike, sabotage, or unwillingness to perform work assigned in a satisfactory manner.

Section 4. Effective July 1, 2007, the parties shall jointly conduct a compensation study of like positions in like communities in order to determine the market value of bargaining unit positions. Although not binding, the results of this study shall be used as a basis for collective bargaining for successor contracts.

ARTICLE XXIII

CHANGES OR AMENDMENTS

Section 1. No agreement, understanding, alteration or variation of the terms and provisions of this Agreement shall be effective unless made and executed in writing by both parties.

Failure of the Employer or the Union to exercise any rights they have under this Agreement or to insist in any one or more instances upon performance of the terms and conditions of this Agreement by the other party, shall not be construed as a waiver or relinquishment of the right of the Employer or the Union to exercise any rights they have under this Agreement or to require future performance of any of the terms or conditions of this Agreement by the other party, and the obligations of the Employer and the Union to comply with this Agreement shall continue in full force and effect.

ARTICLE XXIV

SEVERABILITY

Section 1. Should any final decision of any Court or Tribunal of competent jurisdiction affect any provision of this Agreement, only the provision so affected shall become null and void; otherwise, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXV

DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective as of the date of execution hereof unless otherwise specifically provided for herein, and shall continue in full force and effect through June 30, 2008, and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 2008, gives notice in writing to the other party of its intention to modify, amend or terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. In the

event that such notice is given, negotiations shall begin immediately, no later than sixty (60) days prior to the termination of the Agreement.

Section 2. The provisions of the preceding section shall not prevent the parties, by written Agreement, from extending any portion of this Agreement, [after the one hundred twenty (120) day notice has been given] for any agreed upon period beyond its expiration date.

IN WITNESS WHEREOF, the parties herein have caused these presents to be signed by their duly authorized representatives on the 16th day of September, 2005.

TOWN OF NARRAGANSETT
RHODE ISLAND

ANN MARIE SILVEIRA
President, Town Council

MAURICE J. LOONTJENS, JR.
Town Manager

WITNESSED:

RHODE ISLAND LABORERS'
DISTRICT COUNCIL OF THE
LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA
ON BEHALF OF LOCAL UNION 1033

RONALD R. COIA, ESQ.
Business Manager
410 South Main Street
Providence, RI 02903

LOCAL UNION 1033
Providence, Rhode Island

DONALD S. IANNAZZI, ESQ
Business Manager
410 South Main Street
Providence, RI 02903

CLASSIFICATIONS

Senior Municipal Court Clerk
Municipal Court Clerk
Engineering Technician
Wastewater Maintenance Supervisor
Program Coordinator
Environmental Planning Specialist
Purchasing Agent
Tax Collector
Assistant Building Inspector
Computer Programmer
Network Technologist
Process Controller
Staff Engineer
Project Engineer
Information Resources Manager
Wastewater Superintendent
Water Superintendent
Controller
Tax Assessor