Cumberland
RHODE ISLAND

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CUMBERLAND TOWN EMPLOYEES UNION

AND

TOWN OF CUMBERLAND

JULY 1, 2016 – JUNE 30, 2019

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AGREEMENT

This Agreement entered into this 2nd day of November, 2016, by and between the Town of Cumberland, hereinafter referred to as the Town, and Cumberland Town Employees Union, hereinafter referred to as the Union. The parties hereby agree as follows:

PURPOSE

It is the purpose of this Agreement to carry out the personnel policy of the Town in encouraging a harmonious and cooperative relationship between the Town and the employees, by providing the procedures which will facilitate free and frequent communications between the Town and the employees of the Town.

By means of this Agreement, the signatories hereto bind themselves to maintain and improve the present standards of service to the people of the town, and agree further that high morale and good personnel relations are essential to carry out this end. The employees of the Town, as individual members of the Union, are to regard themselves as Public Employees. And as such, they are to be governed by the highest ideals of honor, loyalty and integrity in all their public, personal and official relationships in order that they may merit the respect and confidence of the general public, the Town Council and the Mayor.

ARTICLE I

RECOGNITION

1.1. The Town recognizes the CTEU (Cumberland Town Employees Union) as the sole and exclusive bargaining agent for all employees of the Town, except Police Officers, Rescue

Personnel, School Teachers, and all employees of the School Department. All those excepted above are excluded under the Municipal Employees' Bargaining Act in all matters pertaining to hours, wages, and working conditions.

1.2. The Town agrees that it will not discriminate against, intimidate or coerce any employee in the exercise of his/her right to bargain collectively through the Union or on account of his/her membership in, or activities on behalf of, the Union, providing all promotions of the Union are not during working hours. Nor shall employees of the Town or Union Representatives intimidate fellow employees.

ARTICLE 2

UNION SECURITY

2.1. All members covered by this Agreement who are members of the Union shall remain members of this Union for the life of this Agreement. All bargaining unit employees who pass their probationary period may join the Union and shall remain members for the life of this Agreement.

2.2. Any present or future employees not a Union member shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. The employer shall discharge employees who fail to comply with this requirement within 30 (30) days after receipt of written notice to the employer from the Union.

2.3. 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 as the Union is the bargaining representative.

2.4. 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 and as promulgated by the rules and regulations of the Rhode Island Human Rights Commission, the Town is an Equal Opportunity Employer and pledges to provide and take affirmative steps to insure equal opportunities without discrimination against any qualified person. The Union shall share equally with the employer the responsibility for applying this provision of the Agreement.

2.5. 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, creed, national origin, disability, sexual orientation or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. The employer agrees to the Union check off system whereby Union dues and agency fees will be withheld from the employee's pay. Such withholdings are to be transmitted by check at intervals of no greater length than thirty-one (31) days. The check shall be made payable to the order of CTEU (Cumberland Town Employees Union), PO Box 7622, Cumberland, RI 02864, and accompanied by a list of employees paid.

ARTICLE 3

SENIORITY

3.1 Seniority shall mean total length of continuous service with the Town in any capacity within the bargaining unit. The Town shall establish a seniority list and it shall be brought

up to date semi-annually. The Mayor shall make the same available to the Secretary of the Union. A separate seniority list for Public Safety Dispatchers shall be maintained.

3.2 The Town agrees in principle with the concept of seniority and further agrees that seniority will be recognized and applied, subject to the reasonable judgment of the department head as to the senior employee's having the ability and necessary skills to perform the duties of the position in question. This paragraph shall be subject to the grievance procedures.

3.3 Vacancies and new positions shall be posted on each Union bulletin board for a period of seven (7) working days in order to afford employees from within the bargaining unit an opportunity to apply for said position. Postings will include the hours of work (shift). The Town shall choose the most qualified candidate from the top five (5) most senior qualified applicants. If no one from within the bargaining unit applies or is qualified, the Town then has the right to hire whomever it considers qualified from outside the bargaining unit. The bargaining employee who meets the requirements will be given a ten (10) working days trial period. If the employee does not satisfactorily qualify for that position in the opinion of the Town, the employee shall be placed in the last position he/she held before being transferred. Vacancies and new positions in the Public Safety Dispatchers unit are exempt from this provision.

3.4 In the event a permanent employee is laid off, his/her name shall be placed on a re-employment list, and shall remain on said list for a period of twenty-four (24) months from the date of layoff, subject to recall. The Mayor, for the purposes of recall, shall send a certified letter to the last known address of the employee. The employee shall have seven (7) days form the date of the sender's receipt to reply to such recall and agree

to commence work within two (2) weeks thereafter or said employee shall be considered to have refused employment.

3.5 Seniority shall accrue to such employee while on the re-employment list. No new employee shall be hired and no employee will be transferred into any class or position within a division until all employees on such re-employment list for that class and division has been recalled to work. Upon recall and pending the return to work of the recalled employee, the Mayor may transfer another employee to the vacant position.

3.6 All employees who have completed six (6) months of employment shall be considered as permanent employees. After this period, the employee shall be eligible to become a member of the Union.

3.7 If a recall to work does not reasonably assure the employee of four (4) weeks of continuous work, a failure to accept will not be considered a refusal. Upon return to work, a recalled employee shall receive that salary which applied to the position to which he/she returns.

3.8 Seniority shall be considered lost 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 fails to respond to recall notices or refused to be recalled.

D. When an employee fails to report his/her absence from work within three (3) working days.

E. When an employee fails to renew a leave of absence.

F. When an employee is laid off in excess of twenty-four (24) months from the date of his/her most recent layoff.

3.9 Should a grievance arise over the application of this article by an appointing authority of the Town, it shall be considered a grievance under the terms of this Agreement and the use of the grievance procedure shall be applicable.

ARTICLE 4

GRIEVANCE PROCEDURE

4.1 The purpose of the grievance procedure shall be to settle employee grievances including problems concerning working conditions on as low a level as possible and as quickly as possible to insure efficiency and employee morale. This procedure also recognizes the rights of any employee to discuss with his/her immediate supervisor and his/her Union representative any grievance relative to his/her work. By means of this procedure, therefore, both the Union and the Town agree to maintain and improve the present high standards of service to the people of the Town of Cumberland.

4.2 Any employee(s) who have a grievance must submit the grievance in writing to the Union within seven (7) calendar days of the aggrieved' s knowledge of said violation, or it shall not be considered a grievance under the terms of this Agreement. A copy shall be sent to the Human Resources Department.

4.3 There shall be a grievance procedure as follows:

1. Any employee who is aggrieved has the right to discuss his/her grievance with his/her immediate supervisor with or without his/her Union Representative present. If a Union member is acting in the capacity of a supervisor, the grievance may be filed at the next step. His/her Supervisor shall have five (5) working days to conduct a hearing and within two (2) working days thereafter to give her/her written decision to the aggrieved person and to the Union.

2. In the event the grievance is not resolved with his/her immediate supervisor, the aggrieved and or his/her Union Representative shall submit his/her grievance in writing to the official and send a copy to the Human Resources Department. The

department head shall have five (5) working days in which to conduct a hearing and within two (2) working days thereafter to give his/her written decision to the aggrieved person and to the Union.

3. In the event the grievance is not satisfactorily resolved with the department head, the aggrieved and/or his/her Union Representative shall submit the grievance to the Mayor. The Mayor shall have five (5) working days within which to schedule a hearing and within five (5) working days thereafter to give his/her written decision to the aggrieved person and the Union.

4.4 If the grievance is not satisfactorily resolved with the Mayor, it may be submitted to the American Arbitration Association in accordance with its rules then obtaining unless the parties mutually agree to an alternative method of resolution. The decision of the arbitrator or alternative method of resolution shall be final and binding upon the parties. The expense of such arbitration or alternative resolution shall be borne equally by the parties. All submissions to arbitration or alternative resolution must be made within twenty (20) days after the mailing of the Mayor's decision.

4.5 Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The Town, on request, shall produce payroll and other records as necessary.

4.6 Aggrieved Union employees shall be guaranteed the right to Union representation during the course of the grievance procedure. It is recognized that no procedure can possibly foresee all situations that might occur. It is further recognized that this procedure will be as effective only as the good faith of both parties concerned. To this end, it shall be incumbent upon the parties to seek to settle all grievances and disputes that arise at the lowest level possible.

4.7 It is also agreed that in all cases of suspension or dismissal, the aggrieved and/or the Union committee may go immediately to Step 3 of the grievance procedure.

ARTICLE 5

HOLIDAYS

5.1 All permanent employees covered by this Agreement shall be paid for all holidays listed below when these holidays fall within their standard workweek. If the holiday falls on a Saturday or Sunday in their standard workweek, the employee shall receive an additional day off. If any employee is absent due to sickness on the day before and/or the day after a holiday, the Mayor and/or Human Resources Director may require a physician's certificate or other satisfactory evidence in support of any sick leave request before said employee is paid the date of the holiday. Designated holidays are:

New Year's Day
Martin Luther King Day
President's Day
One half day Good Friday
Memorial Day
July 4th
Victory Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Election Day in every election year
One-half day Christmas Eve
Christmas Day
Day after Christmas
One-half day New Year's Eve

If any holiday falls on a Saturday or Sunday, the following Monday will be the holiday.

5.2 Whenever a holiday falls during an employee's vacation or on an employee's day off, said employee shall receive an additional day off. This provision shall exclude Public Safety Dispatchers.

5.3 Employees temporarily absent due to injury suffered in the course of employment, or due to a bona-fide illness causing temporary absence [in either case not in excess of thirty (30) days], shall not be charged sick leave for a holiday.

5.4 If any of the present listed holidays are abolished by any Federal or State law, said holiday shall be substituted with another day off to be used as a floating holiday with prior approval from the department head.

5.5 Public Safety Dispatchers shall be required to work all holidays if scheduled. Public Safety Dispatchers shall be granted uniformly an additional one (1) day's pay [eight (8) hours] for each full day holiday and one-half day's pay [four (4) hours] for each half-day holiday, whether the holiday is worked or not. Public Safety Dispatchers that work on a holiday shall be entitled to extra "Half-Time" pay during those hours worked on the holiday.

5.6 Public Safety Dispatchers shall be entitled to the benefits of Section 5.5 from the date of hire.

ARTICLE 6

PERSONAL LEAVE

6.1 All employees covered by this Agreement shall be granted three (3) personal days per year with pay to conduct personal business. Personal leave shall not be used for recreational purposes nor may it be combined with a vacation or holiday period without the written approval from the department head.

ARTICLE 7

VACATIONS

7.1 All bargaining unit employees covered by this Agreement shall receive vacation with pay according to the following formula:

Years of Service	Vacation
Up to 6 months	None
At least 6 months but not more than 2 years	1 week
At least 2 years but not more than 5 years	2 weeks
At least 5 years but not more than 10 years	3 weeks
At least 11 years but not more than 12 years	3 weeks and 1 day
At least 12 years but not more than 13 years	3 weeks and 2 days
At least 13 years but not more than 14 years	3 weeks and 3 days
At least 14 years but not more than 15 years	3 weeks and 4 days
At least 15 years but not more than 16 years	4 weeks
At least 16 years but not more than 17 years	4 weeks and 1 day
At least 17 years but not more than 18 years	4 weeks and 2 days
At least 18 years but not more than 19 years	4 weeks and 3 days
At least 19 years but not more than 20 years	4 weeks and 4 days
At least 20 years	5 weeks

For Public Safety Dispatchers one (1) week shall be considered 40 hours (five 8-hour shifts).

7.2 The time for taking vacations shall be approved by the department heads. Employees with seniority shall have preference in setting up vacations subject to the departmental programs.

7.3 Employees desiring a vacation period at a time other than that designated on the posted vacation list must make a written request to the Mayor and/or the Human Resources Director at least two (2) weeks prior to the commencement of the designated vacation period. Such a request shall be honored whenever the department head deems it practicable. Such request will not be unreasonably denied.

7.4 When the service of an employee shall be terminated for any reason, and if said employee shall not have used actual vacation time equal to his vacation credits, said employee or his/her estate shall, on such termination, be entitled to receive full pay for each hour of vacation to his/her credit as of the date of termination.

ARTICLE 8

BULLETIN BOARDS

8.1 The Town agrees to provide reasonable bulletin board space where notices of official Union matters submitted by the Union may be posted, and such matters may not be removed from the bulletin board by anyone other than the Union Representative.

ARTICLE 9

ALTERATION OF AGREEMENT

9.1 It is understood that any alteration or modification of the Agreement shall be binding upon the parties hereto only if executed in writing by both parties. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 10

HOURS OF WORK

10.1 It is agreed that there are two basic work weeks, as follows:

(a) A 35-hour workweek [five (5) consecutive seven (7) hour days];

(b) A 40-hour workweek [five (5) consecutive eight (8) hours days];

(c) For Public Safety Dispatchers the workweek shall be considered an average of forty (40) hours per week.

10.2 Winter hours for the Town Hall clerical employees will be 8:30 a.m. – 4:30 p.m. Summer hours for the Town Hall clerical employees beginning on the first Monday in July and ending on the first Monday after Labor Day shall be six (6) hours per day, 9:00 a.m. – 4:00 p.m. with seven (7) hours pay. Winter hours for the Police clerical employees will be 8:00 a.m. – 4:00 p.m. Summer hours will be 8:00 a.m. – 3:00 p.m., six (6) hours per day with seven (7) hours pay. Winter hours for Highway and Water Department clerical employees will be 7:00 a.m. – 3:00 p.m. Summers will be 7:00 a.m. – 2:00 p.m., six (6) hours per day with seven hours pay. All schedules are with a one (1) hour lunch.

10.3 All shifts shall be posted.

10.4 All employees shall receive a fifteen (15) minute rest period during the first four (4) hours of their work day. The rest period shall be granted near the middle of the work shift whenever this is feasible.

10.5 All forty (40) hour employees shall be granted a fifteen (15) minute paid meal period during each eight (8) hour shift at the site of their work assignment. Public Safety Dispatchers shall receive a thirty (30) minute meal period for each shift of eight (8) hours or more.

10.6 The regular work hours for the Highway and Water Division employees, for the first shift only, shall be Monday through Friday, 7:00 a.m. to 3:00 p.m. excluding those Water Division employees in the Town Hall. Public Safety Dispatchers are excluded from this provision.

10.7 The Town shall have the right to establish new shift hours. The posting procedures for any new shift hours shall be followed and qualified employees shall be given new shift hours based on seniority.

10.8 It is also understood by the parties that the practice of covering evening hours at the Town Hall by rotation will continue and the floating of a Police Clerk to Town Hall during time of need will continue.

ARTICLE 11

OVERTIME AND PREMIUM PAY

11.1 All hours worked on Saturday or Sunday, except those employees who are working a regular 40-hour week that includes Saturday and Sunday, shall be paid for at the rate of time and one-half.

11.2 All hours worked in excess of eight (8) hours in any one day shall be paid for at the rate of time and one-half.

11.3 Any employee required to work on a holiday set forth in Article 5 shall be paid time and one-half in addition to his/her holiday pay. Public Safety Dispatchers shall be entitled to Holiday Pay in accordance with Article 5.5.

11.4 When an employee is required to return to work after he/she has completed their regular eight (8) hour work day, he/she shall be guaranteed four (4) hours pay at the normal hourly rates for that day.

11.5 All employees who are regularly assigned to work the second shift shall receive a twenty (20) cents per hour shift differential for the hours that they actually work the second shift.

11.6 All employees who are regularly assigned to work the third shift shall receive a thirty (30) cents per hour differential for the hours that they actually work the third shift.

11.7 The second shift shall be those hours worked between 3:00 p.m. and 11:00 p.m. The third shift shall be those hours worked between 11:00 p.m. and 7:00 a.m. Public Safety Dispatchers are excluded from this section.

11.8 Overtime and premium pay. Normally, the second shift shall be those hours worked between 3:00 p.m. and 11:00 p.m. Normally, the third shift shall be those hours worked between 11:00 p.m. and 7:00 a.m. The shift differential provided for in Section 11.5 and 11.6 shall not apply to employees who are working on the second or third shifts or on overtime basis or on temporary assigned shift.

11.9 Public Safety Dispatchers are excluded from the provisions of 11.3, 11.7 and 11.8.

11.10 Plow drivers shall be entitled to continued time and one-half pay if they go over twenty-four hours straight on duty, instead of returning back to regular time.

11.11 Overtime opportunities shall be offered to the senior qualified employee on a rotating basis. Each Department shall post and maintain an overtime list, to be administered by the Department steward.

ARTICLE 12

PAY FOR WORKING IN OTHER CLASSIFICATIONS

12.1 Any employee who works in a higher classification shall receive the pay of the higher classification for each and every hour worked in said higher classification. No employee when assigned to a lower classification shall suffer a reduction in his/her rate.

ARTICLE 13

DISCIPLINE AND DISCHARGE

13.1 Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in this contract. If the Supervisor has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public, nor will an employee talk to a Supervisor in a manner that will embarrass him/her before other employees or the public. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entries in his/her personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee upon his/her request and shall also be disclosed to the employee's Union Representative. When any disciplinary action is to be implemented, the person authorized to take such action shall, by the end of the second succeeding workday, notify the employee and the Union in writing of the specific reasons for such action.

13.2 The Town agrees with the concept of progressive discipline. The Town further agrees that in order to avoid arbitrary firings, when a department head is not satisfied with the performance of the work of an employee, the employee shall be counseled in the presence of his/her Union Representative in order to help improve the employee's performance. The following progression will be observed, in general: oral, written, suspension, and discharge. Oral warnings shall be expunged from an employee's record upon completion of one (1) year if no further discipline is given. Written warnings shall

be expunged from an employee's record upon completion of two (2) years if no further discipline is given.

ARTICLE 14

OFFICIAL TIME OFF

14.1 Union Officers and Stewards [not to exceed three (3) in number plus the aggrieved] shall be granted time off with pay during working hours to investigate and seek to settle grievances and to attend meetings and conferences on contract negotiations, and to prepare new contract proposals.

14.2 Not more than five (5) committee members for the bargaining unit shall be allowed time off to attend contract negotiations. Such time off, as indicated above, shall be with prior approval from the department head, which shall not be unreasonably withheld.

14.3 Union Officers and delegates shall be granted sufficient time off to attend Union conventions and conferences, but said time granted shall be at the convenience of the department head, which shall not be unreasonably withheld.

14.4 Grievance Board members [not to exceed five (5) committee members, plus the aggrieved when necessary] shall be granted sufficient time off with pay to attend meetings. These meetings are to process grievances that have not been settled in the first two (2) steps of the grievance procedure set forth in Article 4, Section 4.3, of this Agreement.

ARTICLE 15

HEALTH AND WELFARE

15.1 The Town shall provide for all bargaining unit employees single or family health coverage as follows or under any other comparable plan. Employees will continue with the present medical coverage to be paid for by the Town subject to the present employee co-payments until January 1, 2014. Those plans currently are:

Plan 1.

365 days of hospital care
Students to age 25
Major Medical with a $50 deductible and 1,000,000 lifetime maximum
Emergency room covered in full
$50 Vision Allowance
Good Health Benefit Program
Dental Basic with Riders II, III, IV

Plan 2.

$10 office visit co-pay
$15 co-pay for allergy, dermatology & behavioral health
$10 urgi-visit center co-pay
$25 emergency room co-pay
12 chiropractic visits
80/20 RX coverage (mandatory generics)
100% hospitalization coverage
Students to 25
Good Health Benefit Program
Dental Basic with Riders II, III, IV

On January 1, 2014 all employees, excluding only those who are ineligible pursuant to I.R.S. or other federal law, regulation, rule or otherwise, shall transfer to the Town's Health Saving Account (HSA) Plan. The Town shall reimburse employees for their HSA statements upon proof of payment by the employee and a written request for reimbursement to the HR Department.

15.2 Employee dental insurance co-payment.

(a) Employees shall pay five ($5.00) dollars weekly for dental coverage only.

15.3 Employees who retire shall be allowed to pay for health benefit coverage at the Town's group rate until 65 years of age.

15.4 Each member who was hired prior to July 1, 2013 and who is ineligible to transfer to the Town's Health Savings Account (HSA) Plan as referred to in Sec. 15.1 shall pay a post-tax bi-weekly co-payment for medical insurance equal to that set forth in Sec. 15.7 (b) of $38.46 (individual) and $76.92 (family).

15.5 Alternate Medical Coverage. During the term of this Agreement the Town may provide alternate medical insurance coverage that is substantially equivalent to all aspects of the total benefits, total services, total utilization features and total portability of the present coverages set forth in Article 15 as modified by the parties. Prior to any change in medical coverage from the above identified plans, the Town shall meet with the Union and demonstrate that the alternative medical insurance plan(s) meet all the criteria listed herein. Any dispute between the parties over the alternate medical coverage change may be grieved and, if necessary, be arbitrated as provided for in Article 4 of the Collective Bargaining Agreement prior to any change in medical insurance coverage affecting any of the employees covered by this Agreement.

15.6 All new employees subject to this Agreement who are hired after July 1, 2007 who are otherwise not eligible to participate in the HSA shall be provided with the following coverage.

Plan 3.

$15 Primary Care Physician co-pay
$25 Specialist visit co-pay
$50 Urgi-visit center co-pay
$100 emergency room co-pay
12 chiropractic visits
Students to 25
Good Health Benefit
20% co-pay generic drugs/25% co-pay preferred drug co-pay/
30% co-pay non preferred drug co-pay
Dental Basic with Riders II, III, IV

15.7 Health Savings Account (HSA).

(a) Effective as of January 1, 2014 and thereafter, the Town shall institute and administer an IRS qualified high-deductible "Health Savings Account" (H.S.A.) Plan with the same Plan 2 coverage benefits described herein, with a $3,000 (Individual)/ $6,000 (Family) annual (calendar year based) deductible applicable to all covered Healthcare Services.

As of January 1 of each calendar year, the Town shall fully fund each Member's HSA Deductible Account (i.e. with $3,000 for individual plans and $6,000 for Family Plans).

(b) Commencing as of January 1 of each calendar year and on a bi-weekly basis throughout the calendar year, members covered by the Collective Bargaining Agreement shall "reimburse" the Town for part of his/her deductible account funding through payment of a bi-weekly Pre-Tax payroll healthcare contribution payment in an amount equivalent to $1,000 for individual plans and $2,000 for family plans.

(1) Individual Plan bi-weekly contribution: $38.46

(2) Family Plan bi-weekly contribution: $76.92

(c) Commencing as of January 1 of each calendar year and on a bi-weekly basis throughout the calendar year, members hired after July 1, 2013 shall "reimburse" the Town for his/her deductible account funding through payment of a bi-weekly pretax payroll healthcare contribution payment in an amount equivalent to ~~100% of the~~ $2,000 for individual plans and $4,000 for family plans.

(1) Individual Plan bi-weekly contribution: $76.92

(2) Family Plan bi-weekly contribution: $153.85

(d) Should any new member hired after July 1, 2013 not be eligible to participate in the HSA plan due to any federal law that would prohibit participation, that member shall be provided the present health/dental coverage that he/she has as described in Sec. 15.1 and 15.2 above and shall contribute to the Town an amount equal to 20% of the cost of said health/dental coverage not to exceed the sum of $2,000 for an individual plan and $4,000 for a family plan on a bi-weekly basis.

(e) On and after January 1, 2014 any new member who is hired who is not eligible to participate in the HSA plan, if not permitted by federal law or the health care provider, until the following January 1st, shall receive the same health/dental coverage and make the same contributions as described in Sec. 15.2 (a) and 15.5 (d).

(f) Should any member hired after January 1, 2014 or in any calendar year thereafter be allowed to participate in the HSA plan, the new member's contribution to the Town for the first year only will be adjusted and prorated accordingly.

(g) Any member who receives an HSA deposit from the Town in his/her account on January 1 of any year and leaves the Town's employ during that calendar year, shall be

responsible for paying the Town any unused portion of the HSA deposit not already reimbursed. The Town may deduct any such sums owed it from any monies due to the employee upon separation from employment.

(h) The HSA is an alternative to the present health care plan afforded all town employees, but shall be the primary plan for the CTEU employees. Qualified employees may make tax free payroll contributions to pay for certain out of pocket medical expenses. These Funds are deposited into a custodial account and can result in actual reduced health care cost through use of a required High Deductible Health Plan. Any funds deposited and not used by an employee remain in the custodial account throughout the term of employment and are available to the employee upon termination or retirement.

(i) The Town shall pay for the issuance of the HSA cards for all employees and otherwise pay the costs of opening up all accounts. Employees will be responsible for paying for lost cards.

15.8 Employees otherwise not eligible to participate in the HSA who waive health coverage for coverage under another qualified plan other than federal Medicare coverage, shall be paid fifteen hundred ($1,500.00) dollars per full year for a family plan or seven hundred fifty ($750.00) dollars per full year for a single plan. Any partial year adjustments shall be prorated, Said employees shall be paid during the last pay period in January, provided that he/she has executed a waiver form to be provided by the town.

ARTICLE 16

LIFE INSURANCE

16.1 The Town shall pay the premium for each bargaining unit employee of the Union for a $25,000.00 face amount group term life insurance policy.

ARTICLE 17

SICK LEAVE

17.1 Sick leave shall be granted to all bargaining unit employees at the rate of one and one-quarter (1 ¼) working days for each full calendar work month of service.

17.2 The total amount of sick leave accumulated in one year shall not exceed fifteen (15) days. Sick leave shall not be granted to employees serving on temporary or emergency appointments.

17.3 The department head or Human Resources Director may require a physician's certificate or other satisfactory evidence in support of any request for sick leave with pay; a physician's certificate must be furnished the department head or Human Resources Director for each sick leave with pay over and absence of more than three (3) consecutive days.

17.4 Sick leave with pay may not accrue beyond a total of 150 days. And no employee shall be granted more sick time than he/she has accumulated, except under exceptional circumstances when specifically allowed by the Mayor in writing and at his/her sole discretion. In any event, it shall not exceed one hundred fifty (150) days in any one calendar year.

17.5 Sick leave is hereby defined to mean the absence from duty of any employee because of illness, bodily injury, or exposure to a contagious disease.

17.6 Employees who have completed at least ten (10) years of service and have reached the age of fifty (50) years, upon retirement shall be entitled to a cash settlement equal to thirty-three and one-third (33.3%) percent of the employee's accumulated sick leave. In

case of death, said cash settlement shall be paid pursuant to the terms of the employee's will, or to the employee's estate if there is no will.

17.7 Sick leave may also be granted for attendance upon a member of the family within the household of the employee who 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.

17.8 When an employee finds it necessary to be absent for any of the reasons specified in this section, he/she shall cause the fact to be reported to his/her department head or immediate superior at least one (1) hour before the time set for beginning his/her daily duties. Sick leave may not be granted unless such report has been made.

17.9 Upon information and after investigation and determination of the appointing authority that an employee has abused the privilege of sick leave benefits, the appointing authority may suspend the employee's privilege with pay for such period of time as the appointing authority determines necessary to deter the employee from again abusing such privilege. The determination of the appointing authority shall be subject to appeal through the regular grievance procedure as outlined in the Agreement. Sick leave shall be computed July 1st of every year and each employee shall be provided a written summary on or before July 16th of that year.

17.10 Employees who discharge three days of sick leave or less each year by the anniversary date of hire shall be entitled to a cash bonus which will be payable in the first paycheck after the employee's anniversary date of hire. Said bonus shall be prorated for any partial year adjustments. Sick leave days cannot be used in a probationary period but will be

retroactive back to the date of hire. Employees entitled to this bonus will be paid as follows:

0 Sick Days	$250.00
1 Sick Day	$150.00
2 Sick Days	$100.00
3 Sick Days	$ 75.00

ARTICLE 18

BEREAVEMENT LEAVE

18.1 Bereavement leave is also granted for a maximum of three (3) consecutive workdays for death in the immediate family. The day of the funeral must be one of the three days. Scheduled days off and holidays will not count towards the three (3) consecutive days or the date of the funeral.

18.2 Immediate family is defined for purposes of this article to be father, mother, foster parents, sister, brother, spouse, child, stepchild, adopted child, grandchild, mother-in-law, father-in-law, and grandparent related either by blood or marriage to the employee.

18.3 The immediate supervisor may also grant leave to the employee in the case of the death of relatives other than the immediate family as defined above, for a maximum of one (1) day to permit attendance at the funeral.

ARTICLE 19

WORKERS' COMPENSATION

19.1 Whenever an employee shall be absent from his/her duties and receiving compensation so provided in the Workers' Compensation laws, he/she shall be granted sick leave in

accordance with the rules applicable thereto in an amount not to exceed his/her regular compensation. Deductions from accumulated credits shall be applied only to that part of his/her salary which is paid as an addition to Workers' Compensation payments, and the total of the two (2) shall not exceed the regular salary for a given period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay. Employees shall be covered und the provisions of the Workers' Compensation Act of the State of Rhode Island as amended from time to time in addition to present contract language that exists between the parties. Sick leave or vacation leave, in that order may be taken for the first three (3) days as well as to supplement Workers' Compensation; provided the amount received does not exceed the normal net take home pay at the time of the injury.

19.2 Members of the bargaining unit, being all of the Town's unionized employees with the exception of police, rescue and school department, shall be eligible to contribute to and participate in the Rhode Island Temporary Disability Insurance Act on and after January 1, 2002 subject to all of the provisions of said Act and approval by the Town Council of the Town of Cumberland and the Director of the Department of Labor and Training, pursuant to G.L. 28-32-3.2. Said insurance benefits are to be paid pursuant to the provisions of the Act for non-job related injury and/or illness. Payroll deductions will begin with the period starting January 1, 2002, and members will be eligible for TDI benefits on and after July 1, 2002. Whenever an employee shall be absent from his/her duties and receiving compensation as provided pursuant to temporary disability insurance, he/she shall be allowed to discharge accrued sick, vacation, or personal leave

in an amount that does not exceed the difference between their regular weekly wages and the weekly TDI benefits.

ARTICLE 20

LEAVE OF ABSENCE

20.1 It is agreed that, upon written application, an employee with permanent status may be granted a leave of absence, without pay, not to exceed six (6) months, subject to renewals for reasons of personal illness, disability or other purposes deemed proper and approved by the Mayor. 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. No leave of absence will be granted for an employee to work in other employment.

20.2 Seniority shall be retained and shall accumulate during all leaves without pay, provided however, that in no case shall a leave of absence be granted for a period of more than two (2) years.

ARTICLE 21

MILITARY TRAINING LEAVE

21.1 Employees covered by this Agreement who, by reason of membership in the United States Military, Naval, or Air Reserve, or the Rhode Island National Guard or Navel Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the state military force or special duty as a part of the federal military force shall receive the difference between his/her straight time hourly pay which

he/she receives for his/her military service, but not to exceed fifteen (15) working days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) working days, he/she shall be granted leave without pay for this purpose.

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

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

ARTICLE 22

LICENSING AND STIPENDS

22.1 Public Safety Dispatchers shall receive two hundred seventy-five ($275.00) dollars per year to be used according to the voucher system. Public Safety Dispatchers shall be required to wear uniforms prescribed by the Town at all times while on regular duty except for emergency situations.

22.2 The Town shall supply all the tools needed for the Automotive Mechanic as determined by the department head.

22.3 Water Treatment Operators

1. Should an employee be required by any state law, regulation, Town ordinance, or it is beneficial to the Town to possess any special license as a condition to his/her continued employment with the Town in their current position, the Town shall pay

the application and examination fees (maximum of three attempts), certification renewals and any mandatory continuing education/training course.

2. Qualified and grandfathered Pumping Station Operators/Construction Workers shall be paid the following amounts in addition to their base pay prorated on a weekly basis:

·Water Treatment Grade II	$750.00
·Water Treatment Grade III	$1,250.00
·Water Treatment Grade IV	$1,500.00

22.4 CDL Licenses

1. Employees who are required to have and maintain a Commercial Drivers License (CDL) because of their job classification will be required to take a physical examination at the expense of the Town to detect drugs and/or alcohol as mandated by law.
2. Employees required to have and possess a current CDL license will receive an annual stipend of one hundred fifty ($150.00) dollars for maintaining that license which shall be payable on the first pay period in July of each year.

22.5 Commercial Drivers Licenses (CDL)

All employees hired after July 1, 2007 as laborers for the Highway Department shall be required to possess or obtain a valid CDL license within six (6) months from the date of hire or the employee will be terminated. Loss of a CDL license after hire shall not be grounds for disciplinary action.

22.6 Any off-shift employees of the Water Department who are required to take license training courses during the first shift, shall receive pay at the first shift rate and shall receive the equivalent time off from their regular shift.

All employees hired after July 1, 2007 as Pumping Station Operator/Construction Workers for the Water Department, whether from inside or outside the bargaining unit, shall be required to possess or obtain a valid WTL Grade II license or higher within eighteen (18) months from the date of hire, or the employee will be terminated.

Employees hired after July 1, 2016 as Pumping Station Operator/Construction Workers shall be afforded the opportunity to take the WTL Grade II examination up to three (3) times and also take one (1) WTL examination preparation course during the eighteen (18) month period. Loss of a WTL License after hire shall not be grounds for disciplinary action.

Employees from elsewhere within the bargaining unit desiring to bid on Pumping Station Operator/Construction Worker positions will be required to take and pass the Water Department's pre-employment examination. The Town will offer the pre-employment examination at least one (1) time per year during the term of the contract. Upon request by the Union, a Union Representative may review the answers and answer key to confirm the accuracy of the scoring.

ARTICLE 23

PENSION

23.1 Effective July 1, 1988 all bargaining unit employees covered by this Agreement shall participate in the Rhode Island Municipal Employees Pension Plan.

ARTICLE 24

PARENTAL LEAVE

24.1 A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for any time she is unable to work pursuant to Article 17.5 of the contract for medical reasons.

24.2 It is agreed that pregnant employees who have exhausted their sick leave accruals, or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the Mayor or Human Resources Director of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three (3) months nor more than nine (9) months. Under no circumstances shall the maternity leave extend beyond thirty (30) days after the termination of the pregnancy, but may be extended by mutual consent. An early return by the employee may be made upon completion of a minimum of three (3) months and written notice of thirty (30) days to the Mayor or Human Resources Director.

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

24.4 The same rights and responsibilities accruing to employees under this Article for the purposes of maternity leave shall also accrue to employees adopting a child under the age of seven years. Length of absence shall be determined by the Mayor upon the reasonable needs of the Town and the employee.

ARTICLE 25

MANAGEMENT RIGHTS

It is understood and agreed that the Town has the sole power to manage and control the operation 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 purpose of this Agreement, a past practice is accorded the equivalent force of express meaning within a contract only when the number of occasions of unvarying application over a reasonable extended time demonstrates a knowing and willing acceptance by both parties of a consistent and identical outcome. 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) To plan, direct, control and determine the operations or services to be conducted by its employees;

(c) To determine the methods, means, number of personnel needed to carry out the department's mission;

(d) To direct the working forces, including the right to assign work or overtime;

(e) To hire and assign or to transfer employees;

(f) To promote, suspend, discipline or discharge for just cause;

(g) To lay off or relieve employees due to lack of work or funds or for other legitimate reason;

(h) To make, publish and enforce rules and regulations;

(i) To introduce new or improved methods, equipment or facilities; and

(j) To take any and all actions as may be necessary to carry out the operations of the Employer in situations of emergency.

ARTICLE 26

PAY PLAN AND CLASSIFICATIONS

26.1 All employees covered by this Agreement shall receive an annual and/or weekly rate of pay as described in Appendix A which shall be a two percent (2%) increase on July 1, 2016, two percent (2%) increase on July 1, 2017 and three percent (3%) increase on July 1, 2018.

26.2A. All present Clerk I's employed as of July 1, 2007 shall be reclassified as a Clerk II and all said Clerk II's on said date shall be classified as a Clerk III. Thereafter, every person classified as Clerk I shall, at the expiration of one (1) year, be automatically reclassified as a Clerk II. Every new person classified as a Clerk II shall, at the expiration of two (2) years, automatically reclassified as a Clerk III.

B. Every person classified as a Laborer I shall, at the expiration of two (2) years or if a vacancy occurs, whichever comes first, shall be automatically reclassified as a Laborer II, provided they are otherwise qualified and have a current CDL license. For Laborer II's in the employ of the Town as of July 1, 1997, who cannot qualify for a CDL license, the requirement will be waived, but all other requirements, including driving of Class I vehicles shall be performed. Every Laborer I shall be required to meet all of the conditions of employment as indicated in this contract and under the terms of their employment.

C. The Union agrees to delete custodian and dispatcher. Also, the Town can create a Confidential Secretary at the Police Station as a non-bargaining unit position. All employees in custodian positions are reclassified as building maintenance workers as of July 1, 2004.

D. All current employees in Chief Clerk positions will be grandfathered. The Town may abolish Chief Clerk positions as they become vacant.

E. The Union agrees that the position of Confidential Secretary to the Chief of Police and Legal Secretaries are non-bargaining unit positions. The Town agrees the position of Election Aide will be a bargaining unit position.

F. The position of Public Safety Dispatcher II will be created effective July 1, 2000. Every person classified as Public Safety Dispatcher shall, upon completion of two (2) years of service be reclassified as Public Safety Dispatcher II. The pay classification for Public Safety Dispatcher II shall be equal to that of Laborer II.

G. Effective July 1, 2004, Senior Foreman position will be created in the highway department. Effective February 1, 2008, the Senior Foreman position will be created in the Water Department.

H. Effective July 1, 2004 Senior Van Driver wages will become equal with those of Heavy Equipment Operator.

26.3 The entry level rates of pay in Appendix A shall apply to new employees only. Employees from within the bargaining unit who apply for higher rated jobs, and are awarded the bid shall receive the rate of pay for that job based on total years of employment.

ARTICLE 27

LONGEVITY

27.1 All employees covered by this Agreement shall be granted longevity increases in accordance with Appendix B attached hereto. Longevity payments shall be computed on the anniversary date of employment and shall be paid to the employee on the first pay period following his/her anniversary date in a separate check.

Longevity payments which take effect July 1, 2016 for the period July 1, 2016 to June 30, 2017 shall be prorated for that year only. As an example, if an employee's anniversary date is January 1, 2017, he/she would receive 50% of the increase in longevity for the year July 1, 2016 to June 30, 2017 and 50% of the longevity rate payable under the prior CBA.

ARTICLE 28

EMERGENCY CONDITION

28.1 During emergency conditions, personnel will be notified to report to duty at the location as indicated by said personnel.

28.2 All personnel not responding after a two (2) hour notification will be considered not available for emergency duty and said duty will be fulfilled by outside help.

28.3 The call back list for Dispatchers shall be posted. In the event it is necessary to call back Public Safety Dispatchers for overtime, there shall be established a seniority list for Public Safety Dispatchers which shall be used for such overtime call back and this list shall be followed in rotation. In the event that an employee refuses overtime, the

employee will be charged for distribution purposes, and the overtime assignment will be offered to the next employee on the rotating seniority list. In the event that all permanent Public Safety Dispatcher personnel refuse overtime, the junior employee will be ordered to work. This list shall be followed in rotation.

ARTICLE 29

DRUG/ALCOHOL PROGRAM

29.1 The Town and Union agree to implement in the future a drug/alcohol-testing program and an employee assistance program for all employees. The program is subject to further written Agreement between the Town and the Union, as well as State and/or Federal laws and regulations and the Drug Free Community Ordinance codified in the Code of Ordinances Chapter 2, Section 2-1.

ARTICLE 30

JURY LEAVE

30.1 Every employee covered by this Agreement who is ordered by the State/Federal Jury Commissioner to report for jury duty shall be granted a leave of absence from his/her regular duties during the actual period of jury duty and shall receive during such period of jury duty his/her regular compensation and benefits and the compensation he/she received for his/her jury duty.

ARTICLE 31

TERMINATION

31.1 This Agreement will be and remain in effect until June 30, 2019, and thereafter will be automatically renewed from year to year unless at least thirty (30) days prior to the termination date hereof, or the normal termination date of any automatic extension period, either party serves upon the other written notice that it desires to make a change or changes herein, and specifies such change or changes. In such event, both parties hereto agree to arrange a conference between them to be held within ten (10) days after the serving of such notice, for the purpose of discussing the proposed change or changes, and the making of a new Agreement.

ARTICLE 31

SEVERABILITY AND SUPREMACY

32.1 Should any provision of this Agreement be found by a court of competent jurisdiction to be in violation of any Federal or State law, either party shall have the right to re-open negotiations solely with respect to the Article(s) relating to said provision, but the remainder of this Agreement shall continue in full force and effect. In the event the parties are unable to reach agreement on a substitute provision or Article, the matter shall be submitted to binding interest arbitration. The Arbitrator shall determine a comparable, lawful, substitute provision or Article.

CONCLUSION

Agreement Between

Cumberland Town Employees Union

and the

Town of Cumberland

July 1, 2016 – June 30, 2019

This Agreement is effective retroactive to July 1, 2016, and terminates on June 30, 2019.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 2nd day of November, 2016.

Cumberland Town Employees Union

Timothy Hogan, President

, Recording Secretary

Town of Cumberland

William S. Murray, Mayor

E. Craig Dwyer, Town Council President

TOWN OF CUMBERLAND, RI
MUNICIPAL UNION
LONGEVITY RATES - APPENDIX B

July 1, 2016 - June 30, 2017 Longevity	
Completion of 2-years but less than 5-years	$300
Completion of 5-years but less than 10-years	3.50%
Completion of 10-years but less than 15-years	4.50%
Completion of 15-years but less than 20-years	5.50%
Completion of 20-years or greater	6.00%

July 1, 2017 - June 29, 2019 Longevity	
Completion of 2-years but less than 5-years	$300
Completion of 5-years but less than 10-years	4.00%
Completion of 10-years but less than 15-years	5.00%
Completion of 15-years but less than 20-years	6.00%
Completion of 20-years or greater	6.50%

June 30, 2019 Longevity	
Completion of 2-years but less than 5-years	$300
Completion of 5-years but less than 10-years	4.50%
Completion of 10-years but less than 15-years	5.50%
Completion of 15-years but less than 20-years	6.50%
Completion of 20-years or greater	7.00%

TOWN OF CUMBERLAND, RI
MUNICIPAL UNION WAGE RATES - APPENDIX A
CONTRACT TERM - JULY 1, 2016 TO JUNE 30, 2019

	YEARS OF EMPLOYMENT - 0 TO 4 YEARS				YEARS OF EMPLOYMENT - 5 TO 9 YEARS				YEARS OF EMPLOYMENT - 10+ YEARS			
Fiscal Year	FY 2016	FY 2017	FY 2018	FY 2019	FY 2016	FY 2017	FY 2018	FY 2019	FY 2016	FY 2017	FY 2018	FY 2019
Raise Date	07/01/15	07/01/16	07/01/17	07/01/18	07/01/15	07/01/16	07/01/17	07/01/18	07/01/15	07/01/16	07/01/17	07/01/18
% Increases	2.00%	2.00%	2.00%	3.00%	2.00%	2.00%	2.00%	3.00%	2.00%	2.00%	2.00%	3.00%
SR.FOREMAN									$25.14	$25.64	$26.16	$26.94
SR.FOREMAN-WATER					$24.81	$25.31	$25.81	$26.59	$25.02	$25.52	$26.03	$26.81
FOREMAN	$21.82	$22.26	$22.70	$23.38	$22.38	$22.83	$23.29	$23.98	$22.58	$23.03	$23.49	$24.20
MECHANIC	$21.61	$22.04	$22.48	$23.15	$22.17	$22.61	$23.07	$23.76	$22.38	$22.83	$23.29	$23.98
HEAVY EQUIPTMENT OPERATOR	$21.31	$21.74	$22.17	$22.84	$21.91	$22.35	$22.79	$23.48	$22.11	$22.55	$23.00	$23.69
SENIOR VAN DRIVER	$21.31	$21.74	$22.17	$22.84	$21.91	$22.35	$22.79	$23.48	$22.11	$22.55	$23.00	$23.69
LIGHT EQUIPTMENT OPERATOR	$20.66	$21.07	$21.49	$22.14	$21.29	$21.72	$22.15	$22.81	$21.48	$21.91	$22.34	$23.02
BLDG-MAINTENANCE	$20.03	$20.44	$20.84	$21.47	$20.70	$21.12	$21.54	$22.19	$20.87	$21.29	$21.71	$22.36
CHIEF CLERK									$23.21	$23.67	$24.15	$24.87
CLERK III	$19.71	$20.10	$20.50	$21.12	$20.34	$20.75	$21.16	$21.80	$20.53	$20.94	$21.36	$22.00
CLERK II	$18.85	$19.22	$19.61	$20.20	$19.51	$19.90	$20.30	$20.91	$19.71	$20.11	$20.51	$21.12
CLERK I	$17.44	$17.79	$18.15	$18.69	$18.19	$18.55	$18.92	$19.49	$18.34	$18.71	$19.08	$19.66
ENGINEERING AIDE	$24.33	$24.82	$25.32	$26.08	$24.81	$25.31	$25.81	$26.59	$25.02	$25.52	$26.03	$26.81
PUMP-STA-OPER-CONST-WORKER	$20.03	$20.44	$20.84	$21.47	$20.70	$21.12	$21.54	$22.19	$20.87	$21.29	$21.71	$22.36
LABORER II	$20.03	$20.44	$20.84	$21.47	$20.70	$21.12	$21.54	$22.19	$20.87	$21.29	$21.71	$22.36
LABORER I	$18.96	$19.34	$19.73	$20.32	$19.65	$20.04	$20.44	$21.05	$19.84	$20.24	$20.65	$21.26
PUBLIC SAFETY DISPATCH II	$20.03	$20.44	$20.84	$21.47	$20.70	$21.12	$21.54	$22.19	$20.87	$21.29	$21.71	$22.36
PUBLIC SAFETY DISPATCH I	$18.63	$19.00	$19.38	$19.97	$19.31	$19.70	$20.09	$20.70	$19.49	$19.88	$20.28	$20.89