

# COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN THE

## TOWN OF SCITUATE

AND

## NAGE

## LOCAL R1-42

NEW COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE UPON THE RATIFICATION AND SIGNING

OF THE TOWN COUNCIL AND THE UNION


MEMBERSHIP

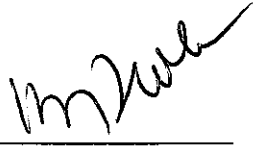
FOR THE TERM

JULY 1, 2022 THROUGH JUNE 30, 2025

[Version Reviewed and Approved for Execution July ~~XX~~, 2022]

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Town

  
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ARTICLE I

INTRODUCTION

This Agreement is entered into as of the 15 day of July 2022 by and between the Town of Scituate (hereinafter referred to as the "Town" or "Employer") and the Scituate Dispatchers, Animal Control Director and Animal Control Officer(s) Local R1-42 (hereinafter referred to as the "Union" or "Nage").

This Collective Bargaining Agreement (hereinafter "Agreement"), is entered into pursuant to the Authority granted by the Rhode Island General Laws Title 28, Chapter 9.4, § 3 et. Seq. known as "The Municipal Employees Arbitration Act" as amended.

ARTICLE II

Section 1 Recognition.

The Town hereby recognizes and acknowledges the Union as the sole and exclusive collective bargaining representative for all employees within the unit certified by the Rhode Island State Labor Relations Board in Case No. EE-3735 for the purpose of collective bargaining and entering into agreements relative to wages, rates of pay and other terms and conditions of employment.

The words, "member", "members of the bargaining unit", "employees", "Dispatchers", Animal Control Director, Animal Control Officer(s) (or plurals thereof) when used in this Agreement shall mean all the Dispatchers described in the preceding paragraph.

All references to an employee covered by this Agreement as well as the use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female Dispatchers.

Section 2 Non-Discrimination.

The Town and the Union agree not to discriminate in anyway against employees covered by this Agreement on the basis of race, religion, creed, color, sex, sexual orientation, sexual identity, age, country of ancestral, origin or any other prohibited basis of discrimination.

The Union shall not discriminate against employee in the administration of this Agreement because of non-membership in the Union. The Union further agrees that it shall not discriminate, intimidate, harass, coerce, or retaliate against an employee who refrains from engaging in any activities of the Union or for declining membership in the Union.

The Town agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his rights to bargain collectively through the Union, or on account of his membership in, or activities on behalf of the Union.

(Signature)  
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(Signature)  
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Section 3 Union Security.

All employees covered within the unit certified by the Rhode Island State Labor Relations Board shall have the right to voluntarily join or refrain from joining the Union.

A member may choose (1) to become a Union member and pay membership dues, or (2) pay to the NAGE Local R1-42 an agency service fee in an amount determined by the NAGE R1-42 or (3) opt to not pay either membership dues or agency service fee. If the employee chooses this option, he will neither be a member or entitled to representation from NAGE R1-42.

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

Section 4 Dues Deduction.

Upon receipt of authorization from the members of the Union who signed deduction cards, the Town will deduct dues and Agency Service Fees and make them payable to the Union. The Town shall forward to the Union the monies so deducted by the fifteenth (15) day of the month following such deduction.

A. Failure to Pay Dues or Agency Service Fees.


The rights of any member who elects not to pay either union membership dues or agency service fee shall be governed by the provisions of R.I.G.L. §28-9.3-7, as amended.


The Union shall indemnify and hold harmless the Town and its Agents, Representatives and employees performing required duties of the Town against any and all claims, suits, orders and judgments of any nature brought or issued against the Town as a result of its compliance with the dues and service fee provisions of this Agreement, including, without limitations, all costs of litigation and expenses of litigation and reasonable counsel fees.

ARTICLE III

MANAGEMENT RIGHTS.

Except to the extent there is contained in this agreement express and specific provisions to the contrary, all authority, power, rights, jurisdiction and responsibilities of the Town to manage, direct and supervise its public safety dispatching operations and affairs are retained by and reserved exclusively to it, including but not limited to the rights: to determine work to be performed; to schedule work, shifts and hours; to direct, hire, layoff, promote, transfer and assign employees; to change, reassign, abolish, combine and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his services; to establish and maintain standards for quality of work; to suspend, demote, discharge or otherwise discipline employees for just cause, or to relieve employees from duties because of lack of work or for economic or operational reasons; to maintain the efficiencies of the operations are to be conducted.

  
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ARTICLE IV

SENIORITY

Seniority.

Section 1. Definition. Seniority shall be defined as an employee's length of continuous service computed from the first date of employment as a full-time dispatcher within the bargaining unit represented by the Union. Seniority pertaining to the Animal Control Director and Animal Control Officer shall be defined as an employee's length of continuous services computed from the first date of employment in the Animal Control Division.

Seniority shall not accrue to a probationary employee until completion of the probationary period at which time seniority shall be retroactive to the first day of employment. The probationary period shall be for twelve (12) months commencing from date of hire.

Layoffs and recalls shall be in order of inverse seniority, absent and overriding consideration. Seniority shall control vacation preference requests.

*Assignment as a Senior Dispatcher.* Assignment as a Senior Dispatcher working Monday through Friday, Dayshift, will be made at the discretion of the Chief of Police. In making the assignment, the Chief shall give due consideration to the candidate's seniority, qualifications and ability performance history, attendance, punctuality, and such other factors in the candidate's employment history as may be relevant, all as discretionarily determined by the Chief of Police.


If the Union should grieve the Chief's assignment, the Arbitrator shall have no authority to disturb the Chief's decision unless it is determined to have been made in an arbitrary and capricious manner as proven by clear and convincing evidence.

The employer agrees to furnish the Union a current seniority list annually.

Section 2. Termination of Seniority. An employee's seniority shall be terminated and his seniority rights forfeited for the following breaks in service:

- (a) discharge for just cause, voluntary quit/resignation, or retirement,
- (b) failure to give notice of intent to return to work after a recall within ten (10) business days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall; said specified return shall be no less than ten (10) days from notice of recall by certified mail at the address provided to the Town by the employee.
- (c) layoff for a period of eighteen (18) months or for a period equal to the employee's seniority whichever is less.
- (d) failure to return at the conclusion of an authorized leave.
- (e) absence from work for three (3) consecutive days without notice.

  
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(f) acceptance of employment with the Town in a position outside the bargaining unit.

**ARTICLE V  
DISPATCHERS  
SALARY**

	<b>Current Base</b>	<b>3.0%</b>	<b>3.0%</b>	<b>3.0%</b>
	<b>June 30, 2022</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>
0-1 Year	\$40,228.46	\$41,435.31	\$42,678.37	\$43,958.72
Hourly	\$19.3407	\$19.9208	\$20.5184	\$21.1340
1-2 Years	\$45,249.98	\$46,607.48	\$48,005.70	\$49,445.87
Hourly	\$21.7548	\$22.4074	\$23.0797	\$23.7721
2+ Years	\$49,234.53	\$50,711.57	\$52,232.91	\$53,799.90
Hourly	\$23.6704	\$24,3806	\$25.1120	\$25.8653
Bi-Weekly Shift Differential for 5/2 Dispatcher	\$123.82	\$127.53	\$131.36	\$135.30

**ANIMAL CONTROL DIRECTOR**

**SALARY**


	<b>Current Base</b>	<b>3.0%</b>	<b>3.0%</b>	<b>3.0%</b>
	<b>June 30, 2022</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>
Base Salary	\$55,742.17	\$57,414.44	\$59,136.87	\$60,910.97
Hourly	\$26.7991	\$27.6031	\$28.4312	\$29.2841

**ANIMAL CONTROL OFFICER(S)**

**SALARY**

	<b>Current Base</b>	<b>3.0%</b>	<b>3.0%</b>	<b>3.0%</b>
	<b>June 30, 2022</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>
Base Salary	\$45,236.78	\$46,593.88	\$47,991.70	\$49,431.45
Hourly	\$21.7485	\$22.4009	\$23.0729	\$23.7651

  
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TUITION REIMBURSEMENT

In an effort encourage the enhancement of the employee skills, full-time employees may submit a request for a course approval to the Chief of Police.

The Chief of Police will evaluate the course to determine its relevance to the employee's job responsibilities.

Course approval request requires a requisition and purchase order. Employees must seek appropriate approvals prior to enrollment.

Eligible Employees:

All full time employees who have successfully completed their probationary period of employment, and who are eligible for tuition reimbursement may apply for tuition reimbursement for courses earning up to a Bachelor's Degree on a form supplied by the Town.

Reimbursement Schedule:


Based on a total maximum reimbursement of the cost per credit at the University of Rhode Island:

A	100%
B	90%
C	80%
Pass/Fail	80%

Non-credit course maximum reimbursement 100% to a maximum allowance of \$375.00 per course. Letter grade below C or fail will not be eligible for reimbursement. It is required that the course work will be completed outside of regularly scheduled hours of employment. Books and instructional supplies are the student's responsibility and are not eligible for reimbursement.

Each employee will be eligible to apply for tuition reimbursement for one course per semester (3 courses per year). In order to offer this benefit to as many employees as possible, in the event that sufficient funds are not available to grant all reimbursement requests, preference will be given to those employees who have not previously applied.

  
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ARTICLE VILONGEVITY

An employee shall receive a longevity supplement based on his years of completed service, as measured from his date of hire, consistent with the following schedule.

<b>Years of Service</b>	<b>Percent of weekly base wages</b>
Less than five (5) years	0%
At least five (5) years and less than ten (10) years	4%
At least ten (10) years and less than fifteen (15) years.	5%
At least fifteen (15) years and less than twenty (20) years	6%
At least twenty (20) years and more	7%

**Effective July 1, 2016, the longevity schedule shall increase by 2%.**

<b>Years of Service</b>	<b>Percent of weekly base wages</b>
Less than five (5) years	0%
At least five (5) years and less than ten (10) years	6%
At least ten (10) years and less than fifteen (15) years.	7%
At least fifteen (15) years and less than twenty (20) years	8%
At least twenty (20) years and more	9%

The longevity supplement shall be a percentage of each eligible employee's weekly base salary as determined on July 1, of each new fiscal year.


ARTICLE VII

## DISPATCHERS

WORK ASSIGNMENTS, OVERTIME, ORDER BACK AND CALL BACKSection 1. Work Assignments:

In addition to performing police department operational, clerical and administrative duties, dispatchers shall work in the Scituate Police Department's "consolidated" Communications

  
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Center, and shall provide for all 24/7 emergency and non-emergency services in Town, including Police, Fire and EMS.

Dispatchers are assigned as follows:

- (1) Day Shift, M-F (7am-3pm);
- (1) four days on (3pm-11pm)/two consecutive days off;
- (1) four nights on (11pm-7am)/two consecutive days off;
- (1) swing shift (two 3-11/two 11-7/two consecutive days off);
- (1) part-time Saturday and Sunday day shift (7am-3pm).

Shifts shall be selected by December 1st of every year and will be selected by seniority. Transfer of shifts may be done at any time if both dispatchers mutually agree on the switch with the approval of the Chief of Police.

The Town and the Union shall research the feasibility of changing to a "Panama Shift Schedule" during the terms of this Agreement. The Town and the Union may mutually agree to switch to the Panama Shift Schedule during the term of this Agreement.

It is recognized and understood that the Town Council has authorized the hiring of casual/seasonal and part-time dispatchers, sometimes referred to as per diem dispatchers, and that such per diem dispatchers may be called in accordance with the CBA, but are not members of the Local and are specifically exempt from the terms and conditions of this Agreement.

#### ANIMAL CONTROL DIRECTOR AND ANIMAL CONTROL OFFICER

#### WORK ASSIGNMENTS, OVERTIME, ORDER BACK AND CALL BACK

##### Section 1. Work Assignments:

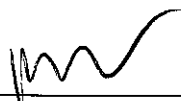
- (1) Animal Control Director shall be assigned as follows:  
Day Shift, M-F (8am-4pm);
- (1) Animal Control Officer(s) shall be assigned as follows:  
Day Shift, Tuesday-Friday (7am-3pm); Saturday (8am-4pm).

The Animal Control Director and the Animal Control Officer shall be allowed to flex their regular hours with the approval of the Chief of Police or his designee.

##### Section 2. Dispatcher's Overtime:

For all hours actually worked in excess of eight (8) hours in a work day, an employee shall be paid one and one-half (1.5) times his straight time rate of pay. In addition, for all hours

  
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actually worked in excess of forty (40) hours in a work week, an employee shall be paid one and one-half (1.5) times his straight time rate of pay.

All dispatching overtime opportunities shall be offered first to full-time Dispatchers according to seniority list calculated by hour. The overtime list shall be reset to zero hours every two (2) weeks. In all cases where overtime is offered first to all eligible dispatchers and a vacancy is not filled voluntarily, all part-time and per diem dispatchers shall then be offered the overtime before an order back is conducted.

If the Dispatcher is ordered back to work, he shall receive time and one-half his regular straight time pay. Notwithstanding the forgoing or anything herein to the contrary, it is understood and agreed that the Town may, in its discretion, direct and authorize an employee to work overtime when necessary for the efficiency of operations and general welfare of the Town, including an order back or hold-over.

“Ordered back” means being directed to return to work by a supervisor or Officer-in-Charge. All employees are subject to work “Call Backs”. A Dispatcher called back for one hour, and up to three hours, immediately prior to or immediately following a regular shift shall be paid at one and one-half times the dispatcher’s straight rate of pay for that week.

A call back greater than three hours shall be considered a minimum of four hours. Callbacks of four hours ~~of~~ or greater shall be paid for each hour worked at one and one-half times the dispatcher’s straight rate of pay for that work week.

Overtime work hours shall be distributed fairly and equitably among eligible employees by a rotating seniority list. The overtime list shall be reset to zero hours every two (2) weeks; provided however, that in the event of a vacancy on the day shift (7am to 3pm, M-F), the Chief of Police shall have the discretion to fill the vacancy with a crossed-trained civilian employee who is scheduled to work during that shift.

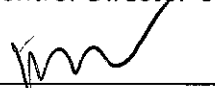
Time off for authorized sick leave, personal time, floating holidays, holiday and vacation leaves shall be considered as time actually worked when determining eligibility for overtime pay under this section.

### Section 3. Animal Control Director and Animal Control Officers Overtime.

For all hours actually worked in excess of eight (8) hours in a work day, an employee shall be paid one and one-half (1.5) times his straight time rate of pay. The Animal Control Director or the Animal Control Officer may elect to take compensatory time paid at one and one-half (1.5) times his straight time rate of pay in lieu of the overtime pay. In addition, for all hours actually worked in excess of forty (40) hours in a work week, an employee shall be paid one and one-half (1.5) times his straight time rate of pay.

“Ordered back” means being directed to return to work by a supervisor or Officer-in-Charge. All employees are subject to work “Call Backs”. An Animal Control Director or

  
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Animal Control Officer called back for one hour, and up to three hours, immediately prior to or immediately following a regular shift shall be paid at one and one-half times the Animal Control Director or Animal Control Officer's straight rate of pay for that week. The Animal Control Director or the Animal Control Officer may elect to take compensatory time paid at one and one-half (1.5) times his straight time rate of pay in lieu of the overtime pay.

A call back greater than three hours shall be considered a minimum of four hours. Callbacks of four hours or greater shall be paid for each hour worked at one and one-half times the Animal Control Director or Animal Control Officer's straight rate of pay for that work week. The Animal Control Director or the Animal Control Officer may elect to take compensatory time paid at one and one-half (1.5) times his straight time rate of pay in lieu of the overtime pay.

The Animal Control Director shall have the 1<sup>st</sup> opportunity for call back when the need arises in the Town of Scituate.

The Animal Control Officer shall have the 1<sup>st</sup> opportunity for call back if the need arises in the Town of Foster.

#### Section 4. Certified Training Pay (CTP).

Certified Training Personnel will be compensated one (1) hour at time and one half the training personnel's regular rate of pay for each eight (8) hour shift that they are training.

### ARTICLE VIII


#### SICK LEAVE

##### Section 1 Definition.

Sick leave with pay shall be granted in minimum four hour increments because of a medically necessary absence caused by non-work-related personal illness or injury which functionally impairs an employee from performing his regular duties. Exposure to a contagious disease or enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only.

A dispatcher, who is absent for more than three (3) consecutive days due to illness, may be required to provide the Chief of Police or his designee a physician's certificate in order to continue to receive sick leave. Additionally, any employee who has used sick leave in any pattern of suspected abuse or misuse of sick leave, may be required to provide a health care provider certificate to the Chief, if so requested, for each additional day of discharging sick leave. The employee may use a form provided by the Town to be completed by his health care provider and certifying the employee's functional impairment for any sick leave taken. The employee shall have the right to contest this requirement through the Grievance and Arbitration Process.

  
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## Family Sick Leave

In the event of a illness in the immediate family of an employee, such employee shall be granted leave for attendance upon members of the immediate family whose illness requires the personal care of the employee (because there are no other members of the household to provide this personal care), provided that not more than three (3) working days with pay shall be granted to the employee for this purpose, said three (3) working days when used shall be charged to sick leave.

. Presumption of Disability-In any case where an employee who was hired prior to January 1, 2018 is disabled from performing his/her regular duties as a Police Dispatcher, Animal Control Director or Animal Control Officer because of cancer, or any condition derived from cancer, it shall be a rebuttable presumption that such disability is attributable to his/her employment as a member of the Town of Scituate and he/she shall be entitled to all benefits provided in Chapter 28-31 of the General Laws of Rhode Island, 1956 as amended.

The Union and employees of the bargaining unit acknowledge that regular and predictable attendance is an essential function of each position within the bargaining unit, and that excessive sick leave use may subject the employee to discipline.

### Section 2 Notification of Intended Absence.

Sick leave may not be allowed unless notification of the illness/injury is given to the Chief of Police, OIC, or his designee two hours before the time scheduled to start work, absent exceptional circumstances, otherwise sick leave may be denied.

### Section 3 Sick Leave Accrual and Accumulation.

All full time dispatchers, Animal Control Director and Animal Control Officer shall accrue and be credited with ten (10) sick leave days on January 1 of each year. In addition, three (3) days will be credited to the full-time dispatcher accrued long term sick leave account. An employee may accumulate and carry over unused sick leave from year to year, but in no event shall accumulation exceed ninety (90) days.

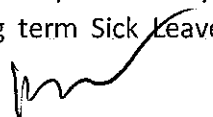
### Section 4 Sick Leave Incentives.

A full time dispatcher, Animal Control Director and Animal Control Officer who discharges less than five (5) days of sick leave during a calendar year shall receive payment for the balance of any unused sick leave up to a maximum of five (5) days. The balance of accrued days may be accumulated up to ninety (90) maximum referred in Section 3 of this Article.

### Section 5 Long Term Sick Leave Account.

Long term sick leave may not be used prior to current sick leave benefits. Dispatchers, Animal Control Director and Animal Control Officer who have exhausted their paid sick days for a calendar year may draw from the days accumulated in the long term Sick Leave

  
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Account. In order to be eligible to draw from the Long Term Account, dispatchers, Animal Control Director and Animal Control Officer must provide to the Chief of Police or his designee a written certification of illness and the expected duration of that illness from a physician. Dispatchers, Animal Control Director and Animal Control Officer who exhaust their long-term account may request additional sick leave from the Town Council with a written copy of said request sent to the Chief of Police. The Town Council shall have the sole discretion to grant or deny the request for additional sick leave.

## ARTICLE IX

### HOLIDAYS OBSERVED


#### Section 1 Holidays Observed.

The days listed below shall be recognized and observed as holidays. Police Department Dispatchers shall receive an extra eight (8) hours pay for each holiday during any payroll period in which a holiday occurs, regardless of whether they actually work on that day. The Animal Control Director and the Animal Control Officer shall receive the holiday off with pay. The Animal Control Officer shall receive the holiday off with pay if the holiday falls on the Animal Control Officer's regular Tuesday through Saturday work day. The Animal Control Officer shall receive an extra eight (8) hours of pay in any payroll period where the holiday falls on his regular day off.

The Animal Control Director or the Animal Control Officer shall still be responsible to respond to the Animal Shelter on the designated holidays to feed and tend to the needs of the animals. When the Animal Control Director or the Animal Control Officer do respond to the shelter on a holiday, they shall receive overtime pay up to a maximum of two (2) hours.

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Rhode Island Independence Day (floating)
5. Memorial Day
6. Independence Day
7. Victory day
8. Labor day
9. Columbus Day
10. Veteran's Day

  
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- 11. Thanksgiving Day
- 12. Day after Thanksgiving
- 13. Christmas Day
- 14. Employees Birthday (floating)

\*Floating Holidays

Section 2 Eligible Employees.

An employee must work the last regularly scheduled work day immediately before and the next day after the holiday, unless the employee is on an excused absence. In addition, those members who work the holiday (0000-2359 hrs) shall be paid at the rate of time and one-half of their regular rate for Thanksgiving, and Christmas.

Notwithstanding any provisions of this Agreement, an employee who uses sick leave either the work day before or the work day after a holiday listed in Section 1., may in the discretion of the Employer, be required to produce sufficient medical documentation, at the Town's expense, verifying the illness claimed and inability to work to be eligible to receive holiday pay.

ARTICLE X

VACATION


Section 1 Eligible Employee Vacations.

An employee shall be entitled to paid vacation if the employee completes the requisite period of continuous service set forth below.

Section 2 Vacation Allotment.

The amount of vacation time to which an employee shall be entitled during any calendar year shall be determined by the length of continuous service completed by the employee in the year in which the vacation is to be taken, in accordance with the following chart. A dispatcher shall be allowed to utilize his vacation time as long as he provides the Chief of Police or his designee with seven (7) days advance notice. Additionally, with less than seven (7) days advance notice, which request may be granted in the sole discretion of the Chief of Police. Thanksgiving and Christmas vacation picks shall be on a rotating basis (not strict seniority).

  
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<b>Length of Continuous Service</b>	<b>Days of Vacation</b>
Prior to completion of six (6) months	0
More than six (6) months but less than one (1) year.	5
At least one (1) year but less than five (5) years.	10
At least 5 years but less than ten (10) years.	15
Ten (10) years or more	One (1) additional day for each year of service to a maximum of twenty-seven (27) days.

An employee wishing to utilize vacation time for a holiday, must take vacation time for their whole tour of duty for that work week. However, after annual vacation picks have been chosen, a single vacation day may be taken on a holiday if their shift can be covered without incurring order-back.

Section 3 Scheduling.

An employee may submit to the Chief of Police or his designee, in writing, the vacation dates the employee desires to discharge. The Chief of Police or his designee will approve or deny such request as soon as practicable. Employees must discharge a minimum of half (1/2) day increments of vacation, and the maximum amount of consecutive vacation discharged shall be allowed at the Chief of Police or his designee's discretion.

Section 4 Accumulation; Use of Vacation; Payment on termination or Retirement.

An employee shall be allowed to accumulate and carry over to the next calendar year a maximum of seven (7) vacation days per year. Any vacation leave accumulated in excess of the seven (7) day cap which is not used by the end of the calendar year will be lost and an employee shall not receive pay in lieu of vacation.

Upon termination an employee shall receive a pro-rated payment of any accrued and unused vacation time for that calendar year.


Upon retirement an employee shall be paid all accrued and unused vacation time as of the date of retirement.

Section 5 Rate of Pay.

An employee shall be compensated for vacation at the straight-time rate of pay at the time the vacation was taken.

  
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ARTICLE XI

  
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BEREAVEMENT LEAVE.

Bereavement Leave shall be granted to employees for the death of their family member in accordance with the following schedule.

DECEASED FAMILY MEMBER	NUMBER OF DAYS OF LEAVE
Spouse, Child, Mother, Domestic Partner, Stepmother, Father, Stepfather, Stepchild, Sister, Brother, Grandchild, Mother-in-Law, Father-in-Law, Grandmother, Grandmother-in-Law, Grandfather, and Grandfather-in-Law,	3
<b>Day of the Funeral</b> Aunt, Uncle, Niece, Nephew, Sister-in-Law, Brother-in-Law	1

Any needed additional days required by the employee may, at the Chief of Police discretion, be discharged from the employee's sick leave or vacation accumulation.

Should an employee desire to discharge personal leave or vacation leave to attend the funeral services of an extended family member not covered by the above bereavement leave provisions, then said bargaining unit employee shall request to discharge personal leave or vacation leave to attend the funeral services of said extended family member, the approval of which shall not be unreasonably withheld.

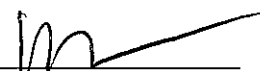
ARTICLE XII

PERSONAL LEAVE.

Upon the discretionary approval of the Chief of Police, an employee shall be granted three (3) days of leave with pay in each calendar year for personal business. Employees requesting such leave shall give at least two (2) hours advance notice to the Chief of Police, or his designee whenever possible. A request for personal leave shall not be granted if, in the Chief of Police's judgment, it would interfere with the efficient operations; and, it generally may not be taken the day preceding or following a holiday, unless good cause is demonstrated to the satisfaction of the Chief of Police.

Personal leave shall not accumulate and be carried over from one year to the next, nor shall an employee be compensated for unused personal leave upon cessation of employment. Personal leave may be discharged in minimum four (4) hour increments.

  
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ARTICLE XIIIPARENTAL AND FAMILY MEDICAL LEAVE.

To the extent it may be applicable, the Town agrees to comply with federal and State parental and family medical leave statutes including the Family and Medical Leave Act ("FMLA") of 1993, Pub. L. No. 103-03, Section 405(b)(2), 107 Stat. 6 (1993) and the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA"), R.I.G.L. 28-48-1 et seq.

Each employee in the bargaining unit agrees to comply with all requirements of these statutes, including but not limited to, employee advance notice of leave, medical certifications and fit-for-duty certifications. Each employee understands that the Town may provide the employee with notice that any such leave taken will be counted against his annual leave entitlement. Additionally, an eligible employee is permitted to choose to substitute accrued paid leave under this Agreement for unpaid FMLA or RIPFMLA leave. If an employee does not choose to substitute accrued paid leave for FMLA or RIPFMLA leave, the Town may require that substitution by providing timely notice to the employee.

ARTICLE XIVLEAVE WITHOUT PAY.

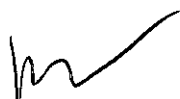
Upon written application to the Town Council, an employee may be granted a leave without pay, not to exceed one (1) year, upon approval of the Town Council, for such reasons and upon such terms and conditions as the Town Council may deem appropriate.

A leave without pay, not to exceed three (3) days, may be granted by the Chief of Police for such reasons and upon such terms and conditions as he may deem appropriate.

ARTICLE XVJURY DUTY LEAVE.

An employee who is required to report for jury duty, shall be entitled to leave with pay for scheduled work hours lost as a result of such service. For each hour of such leave taken, the employee will be compensated by the Town in an amount equal to his straight-time hourly rate of pay, less the amount received by the employee as compensation for such jury service. An employee who reports for such service and is excused therefrom shall immediately contact the Chief of Police or his designee and report to work, if requested. In order to be paid by the Town for such leave, the employee must submit to the Chief of Police written proof, executed by the administrator of the court (or other appropriate official), of having served, the duration of such service and the amount of compensation received for such service.

  
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ARTICLE XVI

RIGHTS OF VETERANS AND MEMBERS OF THE ARMED SERVICES.

The Employer will comply with the Provisions of the Veterans Re-Employment Right Act (VRR) 38 USC, Section 2021-2026 and the Uniformed Services Employment and Re-Employment Rights Act (USERRA) of 1994, 38 USC, Sections 4301-4333, as amended and recodified.

An employee who is unable to report for regularly scheduled work because the employee is required to report for active duty with the United States National Guard or a reserve unit of the United States uniformed services shall, for each day of the first fourteen (14) work days lost because of such duty, be compensated in an amount equal to the difference between eight (8) hours' pay at his straight-time rate of pay, as specified in this Agreement, and the amount earned for military service. An employee shall have the option to elect to receive accumulated vacation leave compensation in lieu of the compensation offset provision referred to above.

ARTICLE XVII

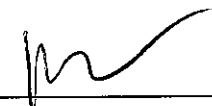
HEALTH AND DENTAL INSURANCE.

The Town shall provide group health and dental insurances to employees as follows:

1. Consistent with R.I.G.L. § 28-7-49, each employee shall be provided with the Town's Preferred Provider Organization (PPO) plan for each member and his family, as he may elect. A summary of benefits for said PPO plan is appended hereto and incorporated herein, and a benefits summary is also available to employees through the Town Treasurer. The Town shall increase the eye glass rider covering employees from \$150.00 to \$200.00.
2. Consistent with R.I.G.L. § 28-7-49, effective July 1, 2020, each employee shall be provided with the Town's dental plan with an annual maximum of \$1,500.00 per calendar year per member and a lifetime maximum (orthodontics only) of \$1,500.00. The Town shall provide a composite rider. A summary of benefits for said dental plan is appended hereto and incorporated herein, and a benefits summary is also available to employees through the Town Treasurer.
3. Employees who retire on or after February 1, 2005 with less than thirty (30) years of creditable service shall contribute to the cost of their individual Health Coverage.

The Town shall provide the same Individual Health Coverage or its equivalent as provided to current Town Employees until they reach age 65 or you qualify for Medicare, whichever is later. When retirees are placed on Medicare, the Town shall pay for Individual Medigap Insurance or its equivalent.

  
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The amount the Town will contribute is dependent upon the number of years you have credited in the State of Rhode Island Municipal Employees Retirement System.

CREDITABLE SERVICE	AGE	INDIVIDUAL TOWN-PAID	RETIREE-PAID
10-15 yrs.	58	0	100%
16-22 yrs.	58	78%	22%
23-29 yrs.	58	89%	11%
30+	any age	100%	0%

If retiree is enrolled in family plan coverage at time of retirement, he can use the above payment credit to purchase coverage through the Town's group for family coverage until age 65 or is Medicare eligible, whichever is later.

At age 65, or whenever the Retiree qualifies for Medicare, whichever is later, the interested retiree will be required to purchase Medigap insurance. Retirees must purchase Parts A and B of Medicare from Social Security to qualify for Medigap insurance. If the retiree is not Medicare eligible, they will be allowed to continue their present coverage until they attain the required age for Medicare. The Town's share is as follows:

CREDITABLE SERVICE	AGE	INDIVIDUAL TOWN-PAID	RETIREE-PAID
10-15 yrs.	65	0	100%
16-22 yrs.	65	78%	22%
23-29 yrs.	65	89%	11%
30-37.5 yrs.	Any age	100%	0%

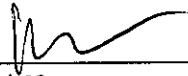
All retirees will also be able to elect COBRA continuation coverage, which allows a retiree or his qualified beneficiary to purchase for eighteen (18) months or until age 65 (whichever occurs first) the same medical coverage that his employer provides to active employees.

1. Dental coverage will be afforded to the employee or his family after retirement for the COBRA allowed period only.

2. A full-time Dispatcher, Animal Control Director, or Animal Control Officer(s) who retires and is eligible for 100% Town paid coverage for medical benefits may waive coverage and receive a cash payment from the Town, consistent with the terms Town's Flexible Benefit Plan.

Effective July 1, 2016, each employee shall co-share eleven and one-half percent (11.5%) of said costs. Effective July 1, 2017, each employee shall co-share thirteen and one-half

  
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percent (13.5%) of said costs. Effective July 1, 2018, each employee shall co-share fifteen (15.0%) of said costs. Each employee shall sign a payroll deduction form authorizing the

Town to deduct an employee's co-share obligations from his weekly wages. The Town shall spend up to \$200.00 per employee annually for prescription lenses, frames, or contact lenses.

#### ARTICLE XVIII

#### LIFE INSURANCE.

The Town shall provide group term insurance for each full-time dispatchers, Animal Control Director, and Animal Control Officer(s). The Town shall provide each full-time dispatcher, Animal Control Director, and Animal Control Officer(s) with a minimum \$60,000.00 life insurance policy at the Town's expense upon the completion of the employee's probationary period. Eligible employees can sign up for this coverage and indicate their selection of beneficiary by completing the Flex Benefit Election Form available in the Town Treasurer's Office. Coverage under the group term life insurance policy terminates as of the date of an employee's retirement/termination unless the employee elects to make annual premium payments. The cost of the life insurance will be pro-rated. An employee may either pay the balance of the pro-rated premium or elect no life insurance coverage. Employees who elect not to participate in the life insurance program shall receive no additional compensation in lieu of pro-rated coverage. A retiree may purchase group life insurance at his sole expense at the Town Group Rate.

#### ARTICLE XIX

#### PROBATIONARY EMPLOYEES


##### Section 1. Probationary Period.

Any newly hired member of the bargaining unit shall be deemed probationary for a period of twelve (12) months. During said employment period, a probationary employee may be terminated for any reason, in the sole and exclusive discretion of the Town, and he shall have no redress through the grievance and arbitration procedures set forth in this agreement. Notwithstanding the aforementioned, pension contributions shall be deducted from date of hire and the probation period shall be credited service once an employee successfully completes their probationary period.

##### Section 2. Insurance Benefits.

The Employer shall not be responsible for its cost for health and dental insurance coverages provided under this agreement until a probationary employee has completed thirty (30) days of employment.

  
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Section 3. Other Rights and Benefits.

Other than those conditions stated in Section 1 and Section 2 above, any and all rights and benefits provided by this agreement shall apply to probationary employees, unless the parties agree otherwise.

ARTICLE XX

LEGAL ASSISTANCE AND INDEMNIFICATION

In the event an employee is sued in any civil action or administrative proceeding as a result of actions performed by him within the course and scope of his employment and duties on behalf of the Town, the Town agrees to provide such employee with necessary legal assistance, and further agrees to indemnify that employee against any judgment rendered against him in any such proceeding; provided however that the Town reserves the right to deny all or portion of legal assistance or indemnification under this section if it determines that the employee acted outside the course and scope of his employment or engaged in intentional, willful, malicious, tortious or criminal conduct.

ARTICLE XXI

ALLOWANCE FOR UNIFORMS.

The Town shall pay a single annual allowance for the acquisition and maintenance of uniforms for each full-time dispatcher. Effective July 1, 2022 each full-time dispatcher shall receive the following.

Fiscal Year	Amount of Allowance	Payable on
2022-2023	\$600.00	First pay period in May 2023
2023-2024	\$650.00	First pay period in May 2024
2024-2025	\$700.00	First pay period in May 2025

In the event the Town changes the uniform, the Town shall be responsible for supplying each dispatcher with two uniforms.

ARTICLE XXII

BULLETIN BOARDS.

The Town agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted.

  
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ARTICLE XXIIINO STRIKE OR LOCKOUTS.

No employee covered by this agreement shall engage in, induce, cause or encourage any strike, sit-down, sit-in, work slow-down, work cessation, work stoppage, work interruption, work boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind for any reason during the life of this agreement. The Employer will not cause a lockout of any employees.

Further, the Union and its representatives shall not in any way, directly or indirectly, authorize, assist, encourage, induce, participate in or sanction any strike, sit-down, sit-in, slow-down, work cessation, work stoppage, work interruption, work boycott, collective absenteeism for alleged illness, or withholding of services of any kind during the life of this agreement, or ratify, condone or lend support to any such conduct or action. In the event any activity prohibited by the terms of this article, the Union and its representatives shall publicly that such activity is unauthorized and prohibited. Further, the Union and its representatives shall direct its members to cease and desist in all forms of such activity. The Union shall promptly use all means at its disposal to end such action.

Any employee who causes or participates in any activity prohibited by this article, whether authorized or unauthorized, shall be discharged. Any such discharge shall be deemed for just cause and not subject to review by the grievance and arbitration provisions of this article.


ARTICLE XXIVEMPLOYEE DISCIPLINE.Section 1 Just Cause.

The Town hereby agrees that no member of the bargaining unit shall be disciplined in any manner or form without just cause. Any contested disciplinary action shall be processed exclusively through the grievance procedures set forth in this agreement.

Section 2. Notice to Union.

The Town shall notify the Union's President and/or Secretary Treasurer in writing of the imposition of discipline other than an oral reprimand.

  
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ARTICLE XXV

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1 Definition; Exemptions; Exclusivity.

A grievance is a dispute between an employee (or the Union) and the Town which involves the application, meaning or interpretation of the provisions of this agreement, or any health or safety concern; provided however that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this article shall comprise the sole and exclusive dispute resolution process for a grievance.

Section 2 Procedural Steps.

Step 1.- Not later than five (5) days excluding weekends and holidays, after the event giving rise to the grievance, or when the employee knows or with the exercise of reasonable diligence should have known of the event giving rise to the grievance, whichever is later, the employee (or the Union) must submit his grievance in writing to the Chief of Police. The Chief of Police, or his designee may respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the Chief of Police or his designee not respond within the time period set forth herein, the grievance shall automatically move to step 2.


Step 2- If the grievance is not settled at Step 1, it shall be presented in writing by the employee (or the Union) to the Town Council, within ten (10) days thereafter, excluding weekends and holidays. The Town Council may give its written answer to the grievance within fifteen (15) days, excluding weekends and holidays, after receipt of grievance. Should the Town Council fail to respond within the time period set forth herein, the grievance shall be submitted to arbitration in accordance with Section 5 below.

Section 3. Written Presentation- All grievances presented in accordance with the procedures set forth in Section 2 shall be signed by the aggrieved employee or a duly authorized Union representative. The signer of the grievance shall make a good faith bona fide effort to state: the facts giving rise to the grievance; the provisions of the agreement, if any, alleged to have been violated; the name(s) of the aggrieved employee(s); and remedy sought. The Chief of Police or Town Council may request a meeting with the employee and his duly authorized Union representative.

Section 4. Time Limitations- The time limitations set forth in Section 2 are the essence of this agreement and failure by an employee (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 2, the Employer and the Union may extend them by mutual written agreement.

Section 5. Submission to Arbitration- Any grievance as defined in Section 1 of this article, that has been properly and timely processed through all the grievance procedures set forth above

  
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and that has not been settled at the conclusion thereof, shall be submitted to arbitration by the Union serving the Town Council with written demand for arbitration within fourteen (14) calendar days after response of the Town Council is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the employee's and Union's right to demand arbitration.

Section 6. Arbitration Selection-The Union's demand for arbitration shall be submitted to the closest local office of the American Arbitration Association with a request that it furnish to the union and the Town Council a list of qualified and impartial arbitrators. The arbitrator selection process shall be governed by the Voluntary Labor Arbitration Rules in effect as of the date of the demand for arbitration.

Section 7. Arbitrator's Authority and Jurisdiction-The authority and jurisdiction of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this agreement. The arbitrator shall have no authority: to add to, detract from, alter, amend or modify any provision of this Agreement. The arbitrator shall not substitute his judgment for the Town's where such discretion has been retained or reserved to the Town by the provisions of this Agreement or by applicable law.

Section 8. Binding Effect-Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.


Section 9. Fees and Expenses of Arbitration-The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Union and the Town.


#### Article XXVI

#### UNION REPRESENTATION/LEAVE FOR UNION BUSINESS

Section 1. Designation of Union Representatives-The Town shall recognize an employee as a Union Representative provided that the Union has informed the Town in writing, of the employee's name and designation as a Union representative. Among the dispatchers within the bargaining unit, the Union may designate and the Town will recognize not more than one (1) representative to serve as the Union's agent in grievance representation of employees; provided however, that the Town will recognize two (2) representatives for collective bargaining.

Section 2. Leave for Union Business-The Town will pay properly designated Union representative(s) but in no event more than one (1) representative for a grievance and two (2) representatives for collective bargaining at his straight time of pay for scheduled work hours lost in attendance at meetings with the Town pertinent to collective bargaining, grievance adjustment or representing an employee at any step of the grievance procedure and arbitration. In no event will the Town compensate an employee for work hours lost in preparation for collective bargaining, grievance arbitration, mediation, interest arbitration, unfair labor practice hearings or any other contested adversary proceedings between the Town and the Union (or any employee it represents). The Town may refuse to grant leave under this section, if in the

  
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judgment of the Town, the employee's absence would adversely impact the operations of the Scituate Police Department. When an employee intends to be absent because of a grievance hearing, arbitration or unfair labor practice (ULP) hearing, he shall notify the Chief of Police in writing of his intended absence at least one (1) week prior thereto.

#### ARTICLE XXVII

#### RETIREMENT BENEFITS

Employees of the Union, NAGE, Local 42 who are employed to work a regular scheduled workweek of twenty (20) hours or more, are required to participate as members of the Rhode Island Municipal Employees Retirement System. The benefits are defined in R.I.G.L. §45-21-1 et seq.

#### ARTICLE XXVIII

The Town agrees that in addition to the expressed terms contained herein, Dispatchers, Animal Control Director and Animal Control Officer(s) shall continue to receive the benefits expressed in the Town of Scituate Human Resource Policy Manual as may be revised from time to time. In addition thereof, the Animal Control Director and the Animal Control Officer shall not be required to work any day where the Town closes the Town Hall and Town Employees working for the Town Hall are sent home.

#### ARTICLE XXIX

#### DURATION OF AGREEMENT-SEPARABILITY

##### Section 1. Duration of Agreement

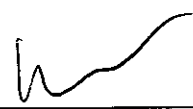
This agreement is effective July 1, 2022 and shall continue in full force and effect through midnight on June 30, 2025.

##### Section 2. Separability.

If any term or provision of this agreement is, at any time during the life of this agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other provision of this agreement.

IN WITNESS WHEREOF, the Town of Scituate has caused this instrument to be executed and its corporate seal to be affixed by James Brady, President of the Town Council, thereunto duly authorized by the Town Council of the Town of Scituate, as of the day and year first written and the said NAGE, R1-42, has caused this instrument to be executed by its President, thereunto duly authorized, effective as of the day and year first above written.

  
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EXECUTED IN THE PRESENCE OF:

TOWN OF SCITUATE

Margaret M Long

Abbie Groves

Abbie Groves, President  
Town Council  
July 15, 2022

Margaret M Long

NAGE, Local R1-42

Karen Troll

Karen Troll, President  
July 15, 2022