

CONTRACT

BETWEEN

THE TOWN OF BRISTOL

AND

UNITED STEELWORKERS

AFL-CIO,CLC

LOCAL 14845

JULY 1, 2017 THRU JUNE 30, 2020

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## AGREEMENT

This Agreement is entered into as of the 1st day of July, 2017, by and between the Town of Bristol, Rhode Island (hereinafter referred to as the "Town"), and the United Steelworkers, AFL-CIO, CLC, on behalf of its Local 14845 (hereinafter referred to as the "Union").

## PURPOSE

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

By means of this Agreement, therefore, the signatories hereto bind themselves to maintain and improve the present standards of service to the people of the Town of Bristol, and agree further that high morale and good personnel relations are essential to carry out this end. The Town employees, as individual members of the Union, are to regard themselves as Town employees, and as such, they are 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 and the Town Council of Bristol.

## RECOGNITION

The Town hereby recognizes and will continue to recognize the United Steelworkers, AFL-CIO, CLC, and its Local 14845, as representing all employees of the Highway Department of the Town of Bristol.

The Town agrees to recognize the Union as the sole and exclusive bargaining agent for employees in the Highway Department.

ARTICLE I.

JOB SECURITY

Section 1. The Town agrees not to discharge or discriminate against employees for Union membership or activities. The parties hereby agree that all persons employed in the Highway Department who are presently members of the Union shall remain members of the Union in good standing during the life of this Agreement.

Section 2. The Union agrees that Department Heads have the authority to layoff in accordance with seniority and to demote, suspend and discharge for just cause only.

Section 3. Promotions shall be by seniority, providing the most senior employee can perform the minimum qualifications of the job.

Vacant positions shall be posted for a period of three business days and shall be awarded to the senior employee who bids for the opening.

The Town Administrator and/or an individual appointed by him or her and the Local Union President shall design a bidding application which shall remain in effect for the duration of this Agreement.

Section 4. In the event that a reduction in the work force will occur because of abolition of a job or jobs, the affected employees may return to their previously held position, provided the employee can perform, and is qualified for that job, and that the employee is senior to the person now holding said job. In the event that the person in the job to be abolished is not senior to the person now holding the position he formerly held, that person will remain in the department by "bumping" the low person, who in turn will be on layoff status.

## ARTICLE II.

### HOURS OF WORK

Section 1. Highway Department: 8 hours per day, 5 days per week for all full-time employees: 5 days ... Monday through Friday. All work in excess of 8 hours in any one (1) working day and all work over 40 hours in any one (1) work-week and all work performed on Saturday shall be paid for at the overtime rate of time and one-half. Any work performed on Sunday shall be paid for at the rate of double-time.

Section 2. Employees called to work at a time other than their regular shift shall receive a minimum of four (4) hours pay at time and one-half.

This provision does not apply to employees called to work in advance of their scheduled shift who continue to work their scheduled shift.

Section 3. All work performed prior to normal work hours on Mondays through Fridays (normal work hours to be determined by the Department Head) are to be paid at time and one-half unless the employee voluntarily fails to complete eight hours of work. All work performed after normal work hours on Mondays through Fridays (normal work hours to be determined by the Department Head) are to be paid at time and one-half.

ARTICLE III.

HOLIDAYS WITH PAY

Section 1. Employees who shall have worked the business day before and the business day after the holiday, unless absent with a reasonable excuse, shall be paid for each holiday on a straight-time earning.

Employees who are absent because of sickness on the business day before or the next business day after the holiday shall be paid for each holiday on the basis of straight time earnings only after obtaining a statement from a doctor.

Section 2. All work performed on any paid holiday shall be paid at the rate of double time for all employees plus holiday pay.

Section 3. All holidays which fall on a Sunday shall be observed on Monday.

Section 4. The holidays referred to in this article are as follows:

New Year's Day	One-half Day on Good Friday
Memorial Day	Washington's Birthday
Independence Day	Columbus Day
Labor Day	Thanksgiving Day
Victory Day	Christmas Day
Armistice Day	Floating Holiday (In lieu of Election Day)
R.I. Independence Day	Four (4) Personal Days
Martin Luther King Day	

The foregoing holidays shall be guaranteed paid holidays, regardless of the day on which they fall, provided the above requirements are met.

- a. When it is celebrated during the work-week, Rhode Island Independence Day will be considered a regular workday for employees providing essential services as determined by the Director. Employees working Rhode Island Independence Day may select a different day off as the work schedule permits.
- b. One half day July 3rd and December 24th if all work is done to the satisfaction of the Director. A designated skeleton crew will be on call; this will be unpaid unless they are called back in to work.
- c. When any half-day holiday falls on a Saturday or a Sunday, it shall not be treated as a floating holiday, but rather it shall be foregone. Also, when any full-day holiday falls on a Saturday or Sunday, it shall be observed on Monday, except for employees providing essential services as determined by the Director. It shall be treated as a floating holiday, which each employee may use at the discretion of the Director.
- d. "Personal Days: While reasonable efforts will be given by the Director to meet each request from employees for a personal day, the staffing needs of the Department of Public Works on the personal day requested are to be considered by the Director prior to permitting an employee to take such personal day."

Section 5. When one of the holidays listed in Section 4 of this Article falls on a Friday, trash pick-up will be on the following Saturday. Employees working that day shall be paid at time and one half (1½) their regular rate of pay. "Essential Personnel" shall work that Saturday.

Section 6. For all holidays listed in Section 4 of this Article, trash pickup will be moved up one day commencing on July 1, 2005. This will require that essential personnel shall work the following Saturday.

Section 7. Employees (but not more than two (2) employees per classification, by seniority) may ask for one (1) or two (2) days off after a holiday without having to take the entire week off.

Section 8. When a holiday falls within the work week and it is necessary for crews to work on the Saturday following said holiday, the everyday crews who work the two (2) rubbish packers, two (2) recycling trucks, one (1) mechanic and one (1) of the foremen shall be considered "Essential Personnel" that will be required to work on said Saturday after the holiday.

Section 9. When it is necessary to perform ground maintenance work on a weekend or holiday on an overtime basis, the work shall be first offered to the individuals that normally perform the work. If the individual is not able to perform the work, it will be offered to the truck driver with the least number of hours.

#### ARTICLE IV.

##### SICK LEAVE WITH PAY

Section 1. The Town agrees to grant twelve (12) hours per month sick leave to all members of the union. Each member can accumulate up to a maximum of thirteen hundred fifty (1350) hours. Any hours accumulated over this maximum will not be of any credit to any member who is entitled to sick leave.

- a. Sick leave may be used to care for an immediate family member, when no other option is available, up to 7 consecutive days per calendar year. A signed affidavit from said employee will be required.

Section 2. Any employee who is out of work more than five (5) consecutive workdays will have to secure a statement from a doctor for the Department Head for which said employee works.

Section 3. Any employee who is out of work for one (1) day may be required to obtain a statement from a doctor only if the Department Head has cause to believe there is a pattern of absenteeism.

Section 4. Leave of absence, without pay, shall be granted up to a period of one (1) year, provided such employee has two (2) years of continuous service with the Town. However, the granting of such leave of absence is solely in the discretion of the Department Head. Leave of absence will not be granted to employees who are seeking other employment, or who have secured other employment.

Section 5. Sick leave without pay shall be granted after all sick leave with pay has been exhausted.

Section 6. Time out sick on compensable illness or accident shall not be deducted from accumulated sick leave.

Section 7. If requested by the employee, accrued vacation pay shall be granted in lieu of Sick Leave after all Sick Leave is exhausted. The employee is to be notified by the Department Head when his Sick Leave is used up.

Section 8. Accrued sick leave shall be paid upon retirement. Employees hired after July 1, 2011 shall be paid 50% of the value of accrued sick leave upon retirement. Accrued sick leave shall be paid to the employee in one lump sum, or the employee has the option to take sick leave reimbursement spread out over several pay

periods, within one month after retirement. Past accumulated sick leave will remain in force.

Section 9. If any employee uses five (5) days or less of sick leave in any fiscal year, then the employee shall have the option of the following:

- a. Be paid in an amount equal to one (1) week's pay at the end of the fiscal year; or
- b. One (1) additional week of vacation time.

The employee shall inform the Director of the employee's choice no later than June 1<sup>st</sup> of the respective fiscal year to be used within the following fiscal year.

Section 10. (Sick Bank): There shall be a "Sick Bank". The Town agrees to an initial, one time only, deposit of four hundred (400) hours to the "Sick Bank". The Town also agrees to grant thirteen (13) hours per month of sick leave to all members of the Union. One of the thirteen (13) hours given each month shall be deposited in the Sick Bank by each employee. The employees' deposited sick leave each year are not compensable upon termination. The deposited sick leave is the property of the Sick Bank, not any individual. Eligibility of withdrawal from the Sick Bank shall be determined by a committee of two (2): The Town Administrator, the Union's Unit Chairperson or any of their respective designees. The Committee shall determine the supporting documentation required, and has the option of requiring the employee to visit a physician selected by the committee. The committee shall consider the employee's circumstances and past attendance record. The decision of the committee is final and binding. Application for withdrawal must be made in writing only upon the exhaustion of all personal sick leave. The Town agrees to match 50% of monthly employee deposits.

Withdrawals from the Sick Bank shall be only for accidents and illnesses for which it is granted.

Section 11. Upon the death of an active employee, the Town shall pay to the employee's estate within thirty (30) days thereafter the entire employee's unused accrued sick leave in one lump sum.

ARTICLE V.

DUES DEDUCTIONS & CHECKOFF

Section 1. The Town agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization to do so, the monthly membership dues of the Union. Such deductions shall be per pay check and shall, immediately following said deduction, be forwarded to the International Secretary-Treasurer of the United Steelworkers, AFL-CIO,CLC, Five Gateway Center, Pittsburgh, PA. 15222.

Section 2. A check off list setting forth the name and amount of dues deducted shall accompany the deductions to Pittsburgh, PA., and a copy of said check off list shall be forwarded to the Regional Office of the United Steelworkers, AFL-CIO,CLC, 100 Medway Road, Suite 403, Milford, MA 01757 with a copy to the local union.

## ARTICLE VI.

### PERMANENT AND TEMPORARY EMPLOYMENT

Section 1. All new employees shall be hired on a probationary basis for a period of six (6) months. At the end of this trial period, the Department Head shall determine if the employee shall become a permanent member of the Highway Department.

All new employees hired after July 1, 2001 shall be required to obtain and maintain a Commercial Driver's License (CDL) within six (6) months of date of hire. Clerical positions within the Union will not be required to obtain a Commercial Driver's License (CDL).

The Town of Bristol agrees to cover all costs associated with obtaining and maintaining a Commercial Driver's License (CDL). A one-time allowance will be paid for the first attempt of an Employee to obtain said CDL. If the Employee fails to pass all required tests on the first attempt then the Employee shall be responsible for any additional fees. Renewal costs shall be paid by the Town and said renewal may be done during normal working hours.

Section 2. Temporary employees will only be hired after ten (10) working days of a permanent employee's absence due to injury or illness. Temporary employees will be dismissed upon the permanent employee's return to work.

Section 3. Temporary employees that have worked a total of 180 days and are hired as permanent employees will not be subject to an additional probationary period. Temporary employees with less than 180 working days that are hired as

permanent employees shall be subject to a probationary period until he or she has worked 180 days. When permanently hired, on the basis of seniority, these employees will be assigned to the packer.

Section 4. All employees must be able to multi-task as needed by the Director during the workday.

Section 5. When a permanent employee is scheduled to be or has been out of work for at least thirty (30) days, a temporary bid will be conducted to fill the opening unless there is good cause not to do so.

Section 6. Within ten (10) business days of a permanent employee's termination or retirement, a bid will be conducted to fill the vacant position (unless there is a good cause not to do so.) The post will remain up for three (3) business days and the position will be awarded on seniority, provided the most senior employee can perform the minimum qualifications of the job.

ARTICLE VII.

BEREAVEMENT

Section 1. If a regular full-time employee requires time off from work because of a death in the immediate family, such employee shall receive (8) hours pay for each day of necessary absence up to a maximum of (3) days, including the day of the funeral. This bereavement leave, when applied to the death of a spouse, parent or child, of the Bargaining Unit Member, shall increase to five (5) days maximum, including the day of the funeral.

Section 2. For the purpose of this clause, the immediate family of an employee shall consist of the parents, children, brothers or sisters, and including foster and step relatives of the same degree of kinship (living with the employee mothers-in-law, fathers-in-law, grandparents and grandparents-in-law).

Section 3. Employees will be granted one (1) day bereavement for the day of the funeral (with pay) for blood aunts and uncles only.

ARTICLE VIII.

SENIORITY

Section 1. The Town Administrator and the Department Head agree with the concept of seniority and further agree that this principle be applied whenever practicable in respect to promotions, vacation schedules, work shift preferences and any other questions of preference among employees that may arise but are not specifically mentioned hereinabove. Seniority shall be by classification in the department. Choice of working shifts, vacation shifts, vacation periods and day off schedules shall be based on seniority within each department. Should any situation arise in which a department finds it necessary to deviate from the principle of seniority with respect to working shifts, vacation periods and days off, and Union members are affected, said department will notify the Union in writing as to the reasons for said changes but no changes shall take place before the Union is notified. Only in cases of an emergency are any changes outside the scope of seniority to be considered.

Section 2. Should a grievance arise over the application of the seniority rule, it shall be considered a grievance under the terms of this Agreement and the use of the Grievance Procedure shall be applicable.

Section 3. Recall to work shall be in the inverse order to that in which they were laid off.

## ARTICLE IX.

### OVERTIME

Section 1. Overtime shall be distributed equally among the classification in which the department is working said overtime. An overtime list shall be posted by the Department Head and will be subject to check by the Union Steward any time the employee sees fit. If an employee does not want to work the overtime in the department where it is being worked, the employee shall be charged with the hours worked for purposes of determining distribution of overtime. Employees will be allowed to apply overtime hours toward comp time off with the hours to be used by the end of the fiscal year. Employees required to work overtime as a part of their regular job duties, shall not have that time charged with the hours worked for the purpose of distribution of overtime.

## ARTICLE X.

### GRIEVANCE PROCEDURE

Section 1. Procedure- A grievance is defined as a dispute arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist there under. The parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously, and in accordance with the following procedure:

Step 1: Any permanent employee covered by this Agreement who has a grievance shall submit it in writing to his Department Head within five (5) business days after the event giving rise to the grievance or after the employee or the Union should have become aware of the occurrence of the event giving rise to the grievance. The grievance shall be signed by both the aggrieved employee and the Union representative. The Department Head shall give a written

answer within five (5) business days after such written submission of the grievance and after a meeting is held between the grievant, a Union representative, and the Department Head.

Step 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Town Administrator or his/her designated representative, within five (5) business days after the Department Head answer in Step 1. A meeting between the Town Administrator or his/her designated representative, and the Union representative and the grievant shall be held within five (5) business days of receipt of this appeal by the Town Administrator or his/her designated representative. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Town Administrator or his/her designated representative and by the Union. If no settlement is reached, the Town Administrator or his/her designated representative shall give the Town's written answer to the Union within five (5) business days following the meeting.

Section 2. No Department Head shall call any employee who is a member of the Union alone to discuss any grievance; the Department Head must notify the Steward and if the employee decides to talk alone, the employee shall; but, the Steward shall be notified of all intentions of the employee.

Section 3. Time Limits. No grievance shall be entertained or processed and shall be considered waved, unless it is submitted within five (5) business days after the event given rise to the grievance or after the Employee or the Union should have become aware of the occurrence of the event giving rise to the grievance . If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Town's last answer.

Section 4. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within fifteen (15) business days after the Town's answer in Step 2. The grievance shall be heard by a panel of three (3) arbitrators, and their decision shall be final and binding on both parties. The three (3) members of the Panel of Arbitrators shall consist of one (1) member picked by the Town Administrator, one (1) member picked by the Union and the third member shall be selected by the two party arbitrators. If they cannot agree on the third member, he shall be selected by the rules of the American Arbitration Association and shall serve as the chairman of the Panel. The cost of the arbitrators shall be divided equally between the Union and the Town.

ARTICLE XI.

VACATIONS

Section 1. The Town Administrator and the Department Head agree that the following vacation periods for all employees covered in this Agreement shall be based on seniority within each department, and employees with the following years of service shall be paid for such vacations and all vacations shall be used within two (2) years of the date earned or shall be forfeited:

- a) 7 months but less than 1 year 1 day per month beginning with the 1st day of the 8th the month
- b) 1 year but less than 2 years 1 week per year
- c) 2 years but less than 5 years 2 weeks per year
- d) 5 years but less than 10 years 3 weeks per year
- e) 10 years but less than 16 years 4 weeks per year
- f) 16 years 21 days per year
- g) 17 years 22 days per year
- h) 18 years 23 days per year
- i) 19 years 24 days per year
- j) 20 years and over 6 weeks per year

Section 2. No more than two (2) laborers shall be allowed to take vacation at the same time; provided, however, that at the sole discretion of the Director an additional laborer may be permitted to take vacation at the same time. No more than two (2) truck drivers shall be allowed to take vacation at the same time, provided, however, that at the sole discretion of the Director an additional truck driver may be permitted to take vacation at the same time. No more than one (1) mechanic shall be allowed to take vacation at the same time, provided, however, that if there shall be only one mechanic available for an extended period of time, vacation shall be granted at the sole discretion of the Director.

No more than one (1) general maintenance man shall be allowed to take vacation at the same time.

No more than one (1) Foreman shall be allowed to take vacation at the same time.

Section 3. During " Prime Time" (June, July and August) except the week prior to the 4th of July, all employees will be able to select any one (1) or two (2) week period for vacation but not more than two (2) weeks. After all awards have been made, an employee may ask for additional time if available. Also, no employee may schedule vacation time of just a Monday or a Friday or any single days in consecutive weeks during Prime Time . Employees may ask for any vacation time during non-Prime Time as available. Employees may ask for a Monday and Friday or other single days as vacation time only after all employees have had vacation approved. All awards will be by seniority within classification.

Section 4. Employees hired after July 1, 2011 shall not be eligible for more than five (5) weeks' vacation.

Section 5. All Employees hired before July 1, 2016 will be awarded vacation and personal days as of July 1<sup>st</sup> each year. All Employees hired after July 1, 2016 will be awarded vacation and personal days on their anniversary date each year.

ARTICLE XII.

STATEMENT OF POLICY

Section 1. The Town Administrator and the Department Head agree to let Union Officers and Stewards take reasonable time off, with pay, for Union Business and on-the-job grievances; and such officials shall notify their Department Head before such time is taken for said Union Business.

Section 2. The Union and Town Administrator and Department Head agree to meet before any budget is made to be presented to the taxpayers of Bristol so that both parties can submit to each other proposals which are agreeable and will cooperate with each other in good faith and understanding.

ARTICLE XIII.

GENERAL WELFARE

Section 1. The Town and the Union recognize that it is in their mutual interest to work together to protect the health, life and limbs of the employees. Toward that shared goal, the Town Administrator will use reasonable efforts to improve conditions of employee safety wherever he or she finds that the same should be improved so as to protect health and safety.

Section 2. The Union agrees that its members employed by the Town will not strike or assist or participate in any strike or slow-down (so-called) against the Town of Bristol, Rhode Island.

Section 3. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any court or other legal or administrative action against the other because of any strike or lockout until the dispute, claim, grievance or complaint causing the strike or lockout shall have been brought to the attention of the party against whom it shall have been made, and the said party, after actual notice of same, shall, within a reasonable time, fail to take steps to correct the cause of circumstances giving rise to such dispute, claim, grievance or complaint causing such strike or lockout.

Section 4. (Existing Benefits and Past Practices) All existing benefits and past practices of a beneficial nature to employees not contained herein shall continue in full force and effect during the life of this Agreement.

Section 5. The Town shall effective July 1, 2015 institute and administer through Blue Cross Blue Shield of Rhode Island, an IRS-qualified high deductible Health Savings Account ("HSA") with the Healthmate Coast to Coast coverage and a \$2000 individual/\$4000 family annual deductible applicable to all covered healthcare services. The Town further agrees that it shall fully fund each member HSA deductible account (i.e. with \$2000 for individual plans and \$4,000 for family plans) at the start of each plan year. The Town agrees to continue to provide dental insurance for the term of the contract.

a. Any employee hired after July 1, 2011 shall contribute as a co-payment an amount equal to fifteen (15%) percent of the cost to the Town of such employee annual complete medical and dental coverage divided by the number of pay periods per fiscal year.

b. An Employee hired before July 1, 2011 shall contribute as a co-payment an amount equal to the annual complete medical and dental coverage as follows:

For Employees Currently Paying 5%:

Effective July 1, 2018-1% Increase

Effective July 1, 2019-1% Increase

For Employees Currently Paying 8%:

Effective July 1, 2018-1% Increase

Effective July 1, 2019-1% increase

This equates to a 2% total increase over the course of this contract.

- c. Any employee hired before July 1, 2018 who chooses not to receive any and all family coverage shall receive a payment of Five Hundred Seventy Five (\$575) Dollars (taxable income) per month as compensation provided the employee does not receive coverage. This amount shall be made in payment on the first pay period of each month, separate from normal wages, but taxed on its own and within the payroll check. If the employee is married to or a dependent of an employee employed by the Town or the Bristol Warren Regional School District, the employee shall not be entitled to the buy-back benefit or a separate medical/dental plan.
- d. Any employee hired before July 1, 2018 who chooses not to receive any and all individual coverage shall be entitled to receive a payment of Two Hundred Seventy Five (\$275) Dollars (taxable income) per month as compensation provided the employee does not receive coverage. This amount shall be made in payment on the first pay period of each month, separate from normal wages. If the employee is married to or a dependent of an employee employed by the Town of Bristol or Bristol Warren Regional School District, the employee shall not be entitled to the buy-back benefit or a separate medical/dental plan.
- e. All Employees hired after July 1, 2018 shall receive the following Health

buyback rate:	Family	Individual
<u>Opting out of Health &amp; Dental</u>	\$2500	\$1250 / Per Year

Opting out of Health Only                      \$1800                      \$900 / Per Year

Section 6.                      Employees retiring with at least twenty (20) years of service with

the Town shall continue to receive medical benefits as described below:

- a.                      Upon retirement with the Town the employee shall retain the same or comparable health coverage (without contribution) until such time as the employee is eligible for Medicare or other federally subsidized programs in place at the time.
- b.                      Upon reaching said age of eligibility, the retiree shall obtain Medicare or other federally subsidized program in place at the time.
- c.                      Upon reaching the age of eligibility, the Town of Bristol shall provide the retiree and not the retiree's spouse with Plan 65 or other such "wrap around coverage" as the Town deems acceptable for a period of ten (10) years at no expense to the retiree.
- d.                      Upon completion of the tenth (10th) year, all health care coverage being provided by Plan 65 or other equivalent by the Town shall cease and become the sole responsibility of the retiree.
- e.                      Upon retirement, the retiree may purchase Delta Dental from the Town at the retiree's own expense for a period of ten (10) years from the date of retirement.
- f.                      When the retiree becomes eligible for Medicare or other federally subsidized program, and that retiree's spouse is not eligible for Medicare or other federally subsidized program, then that retiree's spouse shall continue to receive, without contribution, the same health care insurance, individual coverage only, he/she was receiving prior to the retiree becoming eligible for Medicare.
- g.                      Once said spouse becomes eligible for Medicare or other federally subsidized program, then said health care insurance shall cease and said spouse shall not be eligible for any supplemental medical insurance from the Town of Bristol.
- h.                      In order to be eligible for the above stated benefits, the retiree must have worked for the Town of Bristol for a period of no less than twenty (20) years and have reached their fifty-eighth (58th) birthday and retired in good standing with the Town of Bristol.

- i. Post-retirement benefits shall be limited to individual plans or individual plus-spouse plans. Only a spouse who is covered on the date of retirement shall be permitted coverage.

Except with respect to (a) and (e) above, all employees hired after September 1, 2002, shall not be eligible for any of the above-mentioned benefits.

Section 7. In the event that Union locals representing the Clerical Unit or the Sewer Department win retiree plan benefits better than the benefits currently enjoyed by members of Local 14845's Department of Public Works, unit members shall be entitled to those same benefits.

Section 8. Discipline

After a period of two (2) years, if the Employee has not committed any further infractions of appropriate rules and regulations, written reprimands may be expunged from the Employees Personal Records, after administration review. Oral reprimands shall be removed from the personnel file after six (6) months. An Employee must make a written request for discipline removal from their personnel record.

## ARTICLE XIV.

### INCLEMENT WEATHER AND EMERGENCIES

Section 1. Inclement weather shall be considered as weather 90(F) or above, 10(F) or under and rain. On days of inclement weather, all employees shall return to the Highway Department garage for further work or instructions.

- a. All weather forecasts and temperatures shall be those recorded at or by Hillsgrove Weather Bureau.

Section 2. Any emergency as proclaimed by the Town Administrator or Director of Public Works will supersede the provisions of Section 1 above. Any event or condition that creates or may cause a public health or safety hazard, such as trash buildup, or any natural or unnatural disaster or storm that creates a public safety issue, may be declared, at the discretion of the Town Administrator or the Director of Public Works, an emergency.

Section 3. During inclement weather, the job of packer shall be rotated so that work during this time shall be distributed equally among the classifications eligible for this work.

Section 4. On days where there are winds in excess of 50 mph, it is not expected that employees will be outside of a vehicle or building unless necessary to clear public roadways or respond to other emergency conditions.

Section 5. Snow Storm Phone Coverage at DPW: First called will be DPW Clerk, if Clerk is unavailable then Scale House Operator will be called.

ARTICLE XV.

PROTECTIVE CLOTHING

Section 1. Protective clothing, uniforms, gear, and such other distinctive clothing which may be required by the Town to be worn or utilized or necessary in the performance of specific functions shall be furnished by the Town.

It is agreed that each member is obligated to wear such work uniforms as a condition of employment.

Members of the Bargaining Unit shall wear blue jeans, dark work pants or shorts as the new current uniform.

There will be a clothing allowance of seven hundred fifty (\$750.00) per employee per year, to be used as the employee sees fit, but with the Director able to make a determination of what is 'presentable', if necessary.

Section 2. Section 2. The Town shall pay for one pair of work shoes annually per employee. The maximum amount to be paid by the Town, or to be reimbursed by the Town for the benefit of the employee shall be the sum of two hundred dollars (\$200.00) upon presentation of a valid receipt of purchase. Employees shall receive an additional two hundred dollars (\$200.00) per year for the replacement of shoes.

Section 3. To receive the clothing or work shoe allowance the employee must be actively employed and have worked at least half of the work days of the department during the past 12 months.

ARTICLE XVI.

SAFETY COMMITTEE

The Town and the Union shall establish a joint Safety Committee to meet each month to discuss matters pertaining to safety. The Committee shall be made up of two (2) Representatives of the Town appointed by the Town Administrator and two (2) Representatives of the Local Union appointed by the Unit Chairperson. The parties recognize that it is in their mutual interest that employees have a safe work environment and perform their duties in a safe manner. Towards that end, it is expected that the Safety Committee will identify training that will be beneficial.

## ARTICLE XVII.

### WAGES

Section 1. Wages, as provided for in this Agreement, shall be set forth in "Attachment A" hereto attached, and shall be made a part of this Agreement.

Section 2. In the event of a temporary transfer, the employee will receive the higher of either the employee's normal pay or the pay normally due the job to which the employee is transferred. The higher pay, if any, will be paid only for the time the employee has performed the higher pay rate service, there being no minimum or maximum time requirement. In accordance with the principles set forth in Section 4 of Article 1, it is agreed that:

- a. An employee successfully bidding to a job having a lower rate shall receive the top rate of such new job immediately upon the employee's assignment to the new job.
- b. (b) An employee successfully bidding to a job having a higher rate shall continue to be paid his/her current rate and be paid the top of the rate of the new job sixty (60) days after his/her assignment to the new job; however, any employee bidding for a job having a higher rate shall be paid the top rate of said position immediately after being awarded such position if the employee has performed that job for a period of at least thirty (30) days prior to the employee bidding for said job.
- c. The employee successfully bidding into a job shall receive written notice of the award.

Section 3. When, during snowplowing and sanding activities, employees are called upon to drive a truck for which a Class B license is required, said employees shall be paid at either their rate of pay or that of Truck Driver, whichever is higher.

ARTICLE XVIII.

WORKERS' COMPENSATION

Employees shall be covered under the provisions of the Workers' Compensation Act of the State of Rhode Island as amended from time to time. The first three (3) days that an employee is absent from work as a result of an on the job injury shall be charged to the employee's accumulated sick leave, if the employee has said accumulation.

- a. If used, these three (3) days, are not included in the calculation necessary to earn the incentive week found in Article IV, Section 9 of this contract.

ARTICLE XIX.

LONGEVITY PAY

All employees shall be entitled to longevity pay if they qualify according to the requirements stated hereinafter, and such longevity shall be computed on the base salary effective July 1st of each fiscal year. The fiscal year is July 1st to June 30th of the next succeeding year.

The longevity pay shall be paid at the end of each fiscal year and shall be based upon the base salary established and in effect July 1st of said fiscal year.

Employees shall be entitled to longevity pay if they have been employed by the Town for the period stated as follows:

Class I	4 years but less than 8 years	3.5%
Class II	8 years but less than 12 years	4.5%
Class III	12 years but less than 15 years	5.5 %
Class IV	15 years and over	6.5%

Any employee who has an anniversary date of hire which would qualify the employee for an upgrading in longevity during the fiscal year, for example, from Class I to Class II, shall have his or her longevity pay computed on a pro-rata basis at the percentage applicable over the term of the fiscal year.

In the event that any employee is terminated, laid off, quits, retires for any reason, including disability, otherwise, is not employed by the Town, then that employee shall receive, if he or she is so entitled as provided herein before, longevity pay for that part of the year up to his or her date of termination. Said longevity pay shall be paid at the end of the fiscal year.

The Union shall provide the Town with a list of the names of all employees and their date of hire and said list shall be attached to this Agreement and made a part hereof.

ARTICLE XX.

TERMINATION

This Agreement shall continue in effect until June 30, 2020, and thereafter for yearly periods upon mutual Agreement between the Town of Bristol and the Union.

The Town of Bristol or the Union may request re-negotiation of this Agreement by giving written notice to the other party 180 days prior to June 30, 2020.

Amendments or modifications of this Agreement entered into by the parties after the expiration of, or any anniversary date of, this Agreement shall be retroactive to the expiration date or anniversary date.

Should any provision, modification, or amendment of this Agreement, or any application thereof, become unlawful by virtue of any Federal or State laws or contrary to any ordinance of the Town of Bristol, the provisions of this Agreement shall be modified by the parties to comply with such law, ordinances, or the Home Rule Charter.

In Witness Whereof, the parties hereto have hereunder set their hands as of the 1st day of July 1 2017.

ARTICLE XXI.

MISCELLANEOUS

The Town of Bristol and the United Steelworkers AFL-CIO, CLC, on behalf of Local 14845, also agree to the following changes:

- Roger Williams University: The Town agrees that, for so long as, and to the extent it has an agreement with Roger Williams University, permanent employees of the highway department shall have the right to take course(s) at Roger Williams University, in accordance with that agreement.
- It is understood that the use of the masculine gender in nouns or pronouns shall apply equally to female employees in the Bargaining Unit.
- Acceptance of the Town of Bristol Employee Handbook dated January 23, 2018 with the stipulation found in Section 1, Page 1-1 of said Handbook which states, "the written contract or collective bargaining agreement is controlling."
- All Town Employees covered under this agreement shall have Life Insurance of \$15,000

NO DISCRIMINATION

To comply with State and Federal laws pertaining to discrimination, there will be no discrimination in employment between employees or applicants for employment for reasons of race, creed, sex, color, national origin, handicap, disabled, veterans, marital status or non-job related disability.

ARTICLE XXII.

POST RETIREMENT BENEFITS

In Accordance with Section 20-134 of the Retirement Benefits ordinance, each employee shall contribute an amount equal to one percent (1%) of the then lowest employee wage rate in the unit's pay schedule commencing on July 1, 2007. Commencing July 1, 2013 the contribution shall be based on the employee's wage rate in the unit's pay schedule. The contribution shall be made by deduction from each employee's pay during each pay period, and shall be applied towards retirement benefits. The Town shall match each employee's contribution.

PANNONE  
LOPES  
DEVEREAUX &  
WEST LLC

counselors at law

William E. O'Gara  
401 824-5117  
wogara@pldw.com

www.pldw.com

June 19, 2012

Lowell F. Alexander  
Staff Representative  
United Steelworkers  
100 Medway Road Suite 403  
Milford, MA 01757

\* Add TO CONTRACT

Re: Town of Bristol – Local 14845 – DPW Collective Bargaining Agreement 2011-2014

Dear Lowell:

It is my understanding that the union is concerned that a number of members presently receive insurance buy back and would not, in the future, receive the benefit because a spouse is employed by the town.

This will confirm our understanding that members of the bargaining unit presently receiving the insurance buy back can continue to receive the benefit.

Thank you for your attention to this matter.

Sincerely,

PANNONE LOPES DEVEREAUX & WEST LLC



William E. O'Gara

WEO/kms

cc: Diane Mederos

(P0301746 V 1)

June 13, 2012

*Add TO CONTRACT*

Lowell F. Alexander  
Staff Representative  
United Steelworkers  
100 Medway Road Suite 403  
Milford, MA 01757

Re: Town of Bristol - Local 14845 - DPW Collective Bargaining Agreement 2011-2014

Dear Lowell:

I am writing to confirm our understanding with respect to the following individuals:

1. Ken Nerone (hired as permanent employee)
2. Wayne Zina (temporary)
3. Chris Harvey (temporary)

First, Article XI, Section 4 shall not apply to these individuals. Second, these individuals shall, if they become eligible for medical insurance, be treated as having started employment prior to July 1, 2011 and as such will be subject to Article XIII, Section 5(b) of the contract.

Thank you for your cooperation in this matter.

Sincerely,

PANNONE LOPES DEVEREAUX & WEST LLC



William E. O'Gara

WEO/kms  
cc: Diane Mederos

{P0301080 V 1}

UNITED STEEL WORKERS AFL-CIO, CLC

(On behalf of Local Union 14845)

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Leo W. Gerard  
International President

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Stan Johnson  
International Secretary-Treasurer

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Thomas M. Conway  
International Vice President -Administration

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Fred Redmond  
Vice- President-Human Affairs

---

John E. Shinn  
Director, District 4

---

Lowell F. Alexander  
Staff Representative

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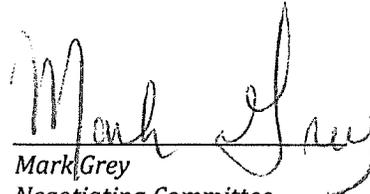
Scott Sartrys  
Unit President, Local 14845

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Michael J. Nappi  
Negotiating Committee

---

Daniel F. Cheatom  
Negotiating Committee

  
Mark Grey  
Negotiating Committee

---

  
Paul S. Mello  
Negotiating Committee

Town of Bristol

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Steven Contente  
Town Administrator

**Bristol/DPW Wages**

	2%		2%		2.50%	
	7/1/2017		7/1/2018		7/1/2019	
Working Foremen	30.59	63,625.21	31.20	64,897.71	31.98	66,520.15
Asst. Foremen	28.59	59,467.29	29.16	60,656.64	29.89	62,173.05
Mechanic 1	28.57	59,421.60	29.14	60,610.03	29.87	62,125.28
Mechanic 2	26.83	55,811.98	27.37	56,928.22	28.05	58,351.43
General Maint. Man	26.57	55,263.69	27.10	56,368.96	27.78	57,778.19
Landfill Operator	26.56	55,240.84	27.09	56,345.66	27.77	57,754.30
Heavy Equipment Operator	25.91	53,892.95	26.43	54,970.81	27.09	56,345.08
Ground Maintenance Man	25.08	52,156.68	25.58	53,199.81	26.22	54,529.81
Sweeper Truck Driver	24.84	51,676.92	25.34	52,710.46	25.98	54,028.22
Catchbasin Truck Driver	24.84	51,676.92	25.34	52,710.46	25.98	54,028.22
Recycling Driver	24.84	51,676.92	25.34	52,710.46	25.98	54,028.22
Packer Truck Driver	24.48	50,923.01	24.97	51,941.47	25.60	53,240.01
Mechanics Aide	24.25	50,443.25	24.74	51,452.12	25.36	52,738.42
Truck Driver	24.25	50,443.25	24.74	51,452.12	25.36	52,738.42
Landfill Attendant	23.85	49,597.96	24.32	50,589.92	24.93	51,854.67
Laborer/Packer	23.59	49,072.51	24.06	50,053.96	24.67	51,305.31
Laborer	23.34	48,547.06	23.81	49,518.00	24.40	50,755.95
Custodian	23.34	48,547.06	23.81	49,518.00	24.40	50,755.95
Office Manager	23.50	48,889.74	23.97	49,867.54	24.57	51,114.23
Clerk	19.74	41,053.68	20.13	41,874.75	20.64	42,921.62
Mason 1	25.35	52,727.82	25.86	53,782.37	26.50	55,126.93
Mason 2	24.27	50,488.94	24.76	51,498.72	25.38	52,786.19
Interim Arborist	25.91	53,892.80	26.43	54,970.66	27.09	56,344.92