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AGREEMENT BETWEEN  
RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO  
ON BEHALF OF  
THE BRISTOL SEWER EMPLOYEES, LOCAL 1853  
AND  
THE TOWN OF BRISTOL  
JULY 1, 2014 - JUNE 30, 2017

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**ARTICLE 1.**  
**RECOGNITION**

1.1 The Town of Bristol, Rhode Island agrees to recognize Rhode Island Council 94, AFSCME, AFL-CIO as the sole and exclusive bargaining agent for any of its members employed by the Sewer Department of the Town of Bristol, Rhode Island,

1.2 In consideration of such agreement, the Union for itself and its members agree to foster and promote the ideals set forth above and cooperate with the Town of Bristol in accomplishing the same.

1.3 The Town and the Union agree not to discriminate in any way against members covered by this agreement on account of race, religion, creed, color, gender, sexual identity, sexual orientation or other protected status.

**ARTICLE 2.**  
**DUES DEDUCTIONS**

2.1 The Finance Director of the Town of Bristol, Rhode Island shall deduct the amount designated on the Union's authorization card per month from each member of Rhode Island Council 94, AFSCME, AFL-CIO, upon written authorization of Union members to the Finance Director, The Finance Director shall promptly forward, along with accompanying list of names, a check each month to Union Headquarters at 1179 Charles Street, North Providence, Rhode Island 02904.

### ARTICLE 3.

#### JOB SECURITY

3.1 The Town of Bristol agrees that all employees who are covered in this agreement are now permanent employees of the Town of Bristol Sewer Department and are not subject to any changes in status, or to be dismissed solely by the change in any department head of the Town of Bristol.

3.2 As of August 28, 1964 all new employees who are employed by the Sewer Department and covered in this agreement shall after thirty (30) calendar days become a member of the Union.

3.3 The Town and the Union will have a joint committee established to review, amend and update existing job specifications. This committee will be made up of two (2) members selected by the Town and two (2) members selected by the Union.

The Committee will commence meeting within ninety (90) days of the signing of this contract and conclude its work within six (6) months of its start. The results of the committee will be adopted.

Existing specifications will remain unchanged unless changed as a result of Job Specification Committee.

3.4 Amend Job Specs for Compost Process Monitor as:

Experience: Three (3) years Compost Operator experience or any combination of education and experiences that shall be substantially equivalent to the above education and experience.

Special Requirements:

Commercial Drivers License and Hoisting Engineers Certification.

## ARTICLE 4.

### GRIEVANCE PROCEDURE

#### 4.1 Definition

- A. A grievance is defined as any dispute arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist thereunder.
- B. An aggrieved person is any person, or group of persons making a claim under this Article.
- C. A party in interest is an aggrieved person, any person who might be required to take action or against whom action might be taken in order to resolve the claim, and the Union representative or his/her designee.

#### 4.2 Purpose

- A. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise.
- B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor in an attempt to resolve the matter without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

#### 4.3 Procedure

No grievance shall be entertained or processed unless it is submitted in written form by the employee to the Town within five (5) business days after the employee concerned has

become aware or should have become aware of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered to be waived. If a grievance is not appealed to the next step within the time limits as specified or any agreed extension thereof, it shall be considered to be settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal within the specific time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal it to the next step. The term business days as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturday and Sunday and holidays or any day on which the Town Hall is closed.

The Grievance Procedure shall be as follows:

**Step 1:**

An employee who feels aggrieved shall discuss the grievance with his/her supervisor, with or without a Union representative present. The supervisor's written disposition shall be returned to the employee or his/her representative within five (5) business days of presentation.

**Step 2:**

In the event the grievance is not resolved at Step 1, the grievance shall be submitted in writing to the Town Administrator within five (5) business days of the completion of Step 1. The Town Administrator shall grant a hearing to the aggrieved person and/or the Union representative and return a written disposition within ten (10) business days of the hearing.

**Step 3:**

In the event the grievance is unresolved at Step 2, then within ten (10) calendar days, the Union shall have the right to submit the grievance to arbitration in accordance with the following procedure:

**ARTICLE 5.**  
**ARBITRATION**

5.1 If a grievance is not settled under Article 4, such grievance shall, at the request of the Union, be submitted to arbitration. The parties shall attempt to mutually agree on an arbitrator through such procedure as they consider appropriate. In the absence of an agreement, the matter will be referred to the American Arbitration Association.

5.2 The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

5.3 Only grievances arising out of the provisions of this contract, relating to the application or interpretation thereof, may be submitted to arbitration.

5.4 All submissions to arbitration must be made within thirty (30) calendar days after the grievance procedure decision.

5.5 The arbitrator shall not be empowered to make any decision amending, modifying, adding to or subcontracting from the provisions of this Agreement, or which usurps the functions of the Employer in the proper exercise of its judgment or discretion under law or regulation having the effect of law. He/she shall not alter or modify any policy or action of the Town or Town Administrator which is inconsistent with the terms of this Agreement.

**ARTICLE 6.**  
**DISCIPLINE AND DISCHARGE**

6.1 After period of two years, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel record, oral reprimands shall be removed from the personnel file after six

months. Employee must make a written request for discipline removal from their personnel record.

6.2 The Town may discipline employees provided there is just cause. The parties agree that where appropriate, progressive discipline will be utilized to correct behavior.

## **ARTICLE 7.**

### **SENIORITY**

7.1 The Town of Bristol and Superintendent of the Sewer Department agree with the concept of seniority and further agree that this principle be applied whenever practicable in respect to promotions, vacation schedules, work shift preference and any other questions of preference among employees that may arise but are not specifically mentioned hereinabove. Seniority shall be classifications within the department. Only cases of an emergency are to be considered as to any change in seniority.

7.2 Seniority within the division in the hierarchy of classification will be used for temporary assignments as necessary.

7.3 Where two or more employees are hired on the same date, seniority shall be issued by age.

## **ARTICLE 8.**

### **HOLIDAYS**

8.1 All employees are entitled to the following holidays:

- |                          |                  |
|--------------------------|------------------|
| 1. New Year's Day        | 7. Labor Day     |
| 2. Washington's Birthday | 8. Columbus Day  |
| 3. Good Friday           | 9. Armistice Day |

- |                 |  |
|-----------------|--|
| 4. Memorial Day | 10. Thanksgiving Day   |
| 5. Independence | 11. Christmas Day  |
| 6. V.J. Day     | 12. Election Day (not to exceed one election Day per calendar year) for Statewide and/or Federal election days |
|                 | 13. Martin Luther King Day   |

\* Effective 7/1/05 - All holidays, compost pickup will be moved up one (1) day starting in the year 2005.

**8.2** All holidays which fall on a Sunday shall be observed on Monday. Effective July 1, 2001, Saturday holidays will be observed as follows:

- a) All employees will receive an extra eight (8) hours holiday pay whether they work on this holiday or not.
- b) In addition, those employees who work on a Saturday holiday will receive double time for all hours actually worked on that day.
- c) The Monday following a Saturday holiday will be a regular work day. Employees will receive straight time for all regular hours worked and time and one-half for all overtime hours.

**8.3** Double time shall be paid for four (4) hours worked on any of the above holidays.

**Saturday Duty:** Employees are required to work four (4) hours on Saturday at time and one half.

**Sunday and Holiday Duty:** Employees required to work on a Sunday or holidays shall work four (4) hours, however, if an employee is required to work in excess of four (4) hours in a case of emergency or when a certain job must be completed, these employees shall be paid at the overtime rate of pay as such.

8.4 The employees shall receive a half day off on the workday before the following holidays:

- a) Independence Day
- b) Christmas Day

8.5 An employee who is called in or is called back to work shall be paid a guarantee of not less than four (4) hours at the rate of time and one-half.

8.6 The working schedule for the Sewer Department shall be Monday through Friday and the hours shall be 7:30 AM to 3:30 PM. A minimum of two employees must be assigned to any work performed on Saturday, Sunday and holidays.

8.7 The Town of Bristol agrees that no outside contractors shall be used to displace any regular employee from his normal or overtime hours.

## **ARTICLE 9.**

### **OVERTIME**

9.1 All work performed after eight (8) hours in one day and over forty (40) hours in one week shall be paid at the rate of time and one-half. All work performed on Sundays shall be paid for at the rate of double time. Overtime shall be distributed equally among employees in the classification in which said overtime is to be worked. An overtime list shall be posted by the Department Head and subject to be checked by the Union steward any time he sees fit. If an employee does not want to work the overtime in the department where he works, he shall be charged with the hours as if he had worked. If an employee calls out sick or leaves work due to illness, he or she will not be available to work overtime until his or her next scheduled work day.

**ARTICLE 10.**

**VACATION WITH PAY**

**10.1** The Town of Bristol and the Town Administrator agree that the following vacation periods for all employees covered in this agreement shall be based upon seniority within the department and employees with the following year's service shall be paid for such vacations and all vacations must be taken.

1 year service	1 week vacation
2 years service	2 weeks vacation
5 years service	3 weeks vacation
10 years service	4 weeks vacation

Upon eleven (11) years of service, an additional day of vacation shall be granted and upon each subsequent year thereafter, an additional day of vacation shall be granted up to twenty (20) years of service at which time the employee shall be entitled to six (6) weeks of vacation.

Vacations shall be considered as accrued wages and shall be paid upon termination. In case of death of an employee, accrued vacation money shall be paid to the beneficiary of the deceased.

**10.2** Vacation must be requested at least 24 hours in advance. Such requests will not be unreasonable denied.

**10.3** Employees can carry over up to two (2) weeks vacation per year, non-cumulative.

**10.4** Employees hired after July 1, 2011 shall not be eligible for more than twenty-five (25) vacation days.

## ARTICLE 11.

### HEALTH AND WELFARE

11.1 Recognizing the importance of protecting the health, life and limb of employees, the Town of Bristol shall use reasonable efforts to improve conditions of employment whenever it finds that the same should be improved in order to promote health and safety among its employees.

11.2 Employees shall be required to have an annual physical examination by a doctor of the Town's choosing, paid for by the Town. The Town shall also pay for any and all shots prescribed by said physician.

11.3 The Town shall maintain the existing or comparable medical and dental insurance plans. Effective July 1, 2015 the Town shall 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 members HSA deductible account (i.e. with \$2000 for individual plans and \$4,000 for family plans) at the start of each plan year.

- a. Any plan selected shall provide coverage in the event the employee or a dependent requires medical attention out of state. If the town changes insurance coverage it agrees to provide the Union with ninety (90) days notice.
- b. For the term of this contract, the numerical contribution made by each employee towards health insurance is fixed at the current level.

- c. Any employee 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. If the employee is married to or a dependent of an employee employed by 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 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 the Bristol Warren Regional School District, the employee shall not be entitled to the buy-back benefit or a separate medical/dental plan.

**11.4** 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 (10<sup>th</sup>) 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 (58<sup>th</sup>) 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.

**11.5** All Town employees covered under this agreement shall have Life Insurance of \$15,000.

**11.6** In accordance with Section 20-134 of the Retirement Benefits Ordinance, each employee, shall contribute an amount equal to one percent (1.0%) of the secretary's then yearly salary for each fiscal year commencing on July 1, 2007. Commencing on July 1, 2013 the amount shall be calculated on the employee's yearly salary. This 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 contributions.

## **ARTICLE 12.**

### **SICK LEAVE**

**12.1** The Town agrees to grant thirteen (13) hours per month sick leave to all members of the Union, one hour which will be donated to the Sick Bank. Each member can accumulate up to a maximum of thirteen hundred and fifty (1350) hours. Any hours accumulated over this maximum will not be of any credit to any member who is entitled to sick leave.

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

**12.3** Any employee who is out of work for one (1) day only may be required to obtain a statement from the doctor for his absenteeism if it is determined necessary by the Department Head.

**12.4** As of July 1, 2004 there presently exists 1,000 hours in the Sick Leave Bank. The Town 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 a Sick Bank by each employee. A report on the status of the Sick Leave Bank will be made at least annually to an officer of the Union. The employees' deposited sick leave each year is 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 sick leave, vacation and personal leave. The Town agrees to match 50% or 1/2 hour per employee per month, of monthly employee deposits. Withdrawals from the Sick Bank shall be only for accidents and illnesses for which it is granted. Qualified employees will receive up to thirty (30) days leave from the bank. Employees can request an additional thirty (30) days if necessary and a maximum of sixty (60) days per fiscal year if employee qualifies.

12.5 Time out sick on compensable illness or accident shall not be deducted from accumulated sick leave except as provided for in 14.1.

12.6 Accrued vacation pay shall be granted in lieu of Sick Leave after Sick Leave is exhausted if requested by the employee. The employee shall be notified by the department head when his sick leave is used up.

12.7 Any employee hired prior to July 1, 2011 shall be entitled to a buyback of one hundred (100%) percent of accrued sick leave upon retirement. Employees after hired July 1, 2011 shall be entitled to a buyback equal to fifty (50%) percent of accrued sick leave upon retirement. Employees may accrue up to thirteen hundred and fifty (1,350) hours of sick leave.

12.8 In the event that death occurs before retirement, all of the accumulated sick leave, to which the employee would have been entitled had he retired, shall be paid to the estate of the deceased.

12.9 In the event any employee accumulated five days or less of sick leave time in any fiscal year period during the term of this agreement, then he shall be paid at the end of the fiscal year one week's pay as sick leave incentive bonus.

### **ARTICLE 13.**

#### **HEALTH AND SAFETY**

13.1 The Town of Bristol will furnish foul weather gear clothing and incidentals, to union members of the Sewer Department each year, as needed as determined by the Superintendent.

13.2 a) Inclement weather shall be considered as weather 90(F) or above. On days of inclement weather, all employees shall return and work inside for further work or instructions.

- b) All weather forecasts and temperatures shall be those recorded at or by Hillsgrove Weather Bureau.
- c) Any emergency as proclaimed by the Wastewater Superintendent will supersede the provisions of Section (a) above.

**13.3** a) The Town shall use reasonable efforts to provide and maintain safe working conditions relating to the safety and health of Union members.

- b) The Supervisor shall take prompt and appropriate action to correct any serious unsafe conditions or actions which are reported to and observed by him.
- c) The Town and the Union shall establish a joint Safety Committee to meet quarterly, if necessary, to discuss matters pertaining to safety. The Safety 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 President of the Local Union. All meetings shall be conducted during normal working hours.
- d) The members of the Local Union may report conditions which they consider unhealthy or unsafe to the President of the Local Union who shall be authorized to submit them to the Safety Committee for consideration.
- e) The Town shall provide appropriate safety training to employees in the department.

#### **ARTICLE 14.**

#### **WORKERS' COMPENSATION**

**14.1** 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.

**14.2** Employees will receive no less than the Workers Compensation benefits than Bristol Public Work's if greater than the existing Workers Compensation benefits than Bristol Public Work's if greater than the existing Worker's Compensation benefits for Local 1853 members for the term of the contract, July 1, 2001 through June 30, 2004.

**14.3** Employees receiving a workers' compensation benefit will receive from the Town an amount equal to the difference between the benefit provided by the Workers' Compensation carrier, or the then present carrier, and their individual regular bi-weekly net pay for up to the first 90 days of disability. The Town will be relying upon information provided by Beacon Mutual, or the then present carrier, in the computation of the net benefit and may at times be delayed in its reception by the Town. The Union or its members shall not seek any remedy against the Town via the grievance procedure or the State Labor Board because of this delay.

## **ARTICLE 15.**

### **BEREAVEMENT PAY**

**15.1** If a regular full time employee requires time off from work because of death in the immediate family, such employee shall receive eight (8) hours pay for each day of necessary absence up to a maximum of three (3) days including the day of the funeral. This bereavement leave when applied to the death of a spouse of the bargaining unit member shall increase to five (5) days maximum including the day of the funeral

**15.2** For the purpose of this clause, the immediate family shall consist of the spouse, parents, children, brothers or sisters and including foster and step relatives of the same degree of kinship living with the employees and mother and father-in-laws.

15.3 Employees will be granted one (1) day bereavement with pay for grandparents and grandparents-in-law and one (1) day bereavement with pay for blood aunts and uncles only.

## **ARTICLE 16.**

### **STATEMENTS OF POLICY**

16.1 The Town of Bristol agrees to let Union officers and stewards have reasonable time off with pay for union business and such officials shall notify their department head before such time is to be taken for union business.

16.2 The Town of Bristol agrees to meet with the Union representative before the Town financial meeting to negotiate wage increases and better working conditions so that both parties can submit to each other proposals which are agreeable and will cooperate with each other in good faith and understanding.

16.3 Court Leave - When any regular employee is summoned for court service in connection with Town affairs in which the personal interests of that employee are not involved, said employee shall receive that part of his salary that exceeds his pay for court service.

16.4 Every employee covered by this agreement who is ordered by an appropriate authority to report for jury duty shall be granted a leave of absence from their regular duties during the actual period of such duty and shall receive their jury duty pay or their regular pay whichever is greater, July duty pay will be signed over to the Town if the employee is paid by the Town.

## **ARTICLE 17.**

### **GENERAL WELFARE**

17.1 Recognizing the importance of protecting the health, life, and limb of employees, the Town of Bristol shall use reasonable efforts to improve conditions of employment whenever

it finds that the same should be improved in order to promote health and safety among its employees.

**17.2** For each State certification which an employee obtains beyond what is required for his particular job classification, an employee shall receive a bonus of \$100.00 to be paid at the end of each fiscal year.

**17.3** Employees within the bargaining unit may apply to have the cost of tuition and required textbooks reimbursed for approved courses taken which are required training mandated by the Town Administrator. Reimbursement shall be upon proof of successful completion of the course(s) with a "C" grade or better or a "pass" mark where appropriate.

**17.4** Two (2) Compost Laborer positions to the contract with appropriate pay and job specifications. (CDL required.)

**17.5** Effective as of July 1, 2004, all new probationary employees except clerical shall be required to obtain a Commercial Drivers License (a "CDL") within the first six (6) months of the date of hire. All new probationary employees shall serve a one hundred twenty (120) calendar day probation, provided that they have obtained the requisite CDL. If, after one hundred twenty (120) days, a new probationary employee has not obtained the requisite CDL, then the probationary period shall be extended automatically up to an additional ninety (90) days, until such time as that employee obtains the requisite CDL; provided, however, that if that employees fails to obtain the requisite CDL within the two hundred ten (210) day period then that employee shall be terminated automatically without recourse under the contract.

**17.6** Employees will receive an annual \$300.00 stipend for having or obtaining a Bachelor's degree in Chemical, Electrical, or Mechanical Engineering, Natural Resources, Environmental Management, or Business Administration.

17.7 Employees shall be eligible under the educational program provided in the Agreement between Roger Williams University and the Town of Bristol, if Roger Williams agrees to pay tuition for said employees.

17.8 Effective March 1, 2015, those employees who are on call and required to carry either the Sewer Department cell phone or pager with them on any particular week shall receive a stipend of Seventy-five (\$75.00) Dollars payable in the following pay period.

#### ARTICLE 18.

#### MANAGEMENT RIGHTS AND NO STRIKE CLAUSE

18.1 Nothing in this agreement shall be deemed to limit or restrict the Town of Bristol in the exercise of customary functions of management not inconsistent with the terms of this Agreement.

18.2 The Union agrees that its members employed by the Town of Bristol will not strike or assist or participate in any strike or slowdown against the Town of Bristol, Rhode Island

#### ARTICLE 19.

#### WAGES BEGINNING JULY 1, 2014

##### 19.1 WAGES BEGINNING JULY 1, 2014

	<u>Annual</u>	<u>Biweekly</u>	<u>Hourly</u>
Chief Operator	\$57,614.65	\$2,215.95	\$27.70
Compost Fac. Operator	\$57,614.65	\$2,215.95	\$27.70
Assistant Chief Operator	\$49,570.98	\$1,906.58	\$23.83
Assistant Compost Monitor	\$49,570.98	\$1,906.58	\$23.83
Heavy Equipment Operator	\$48,684.27	\$1,872.47	\$23.41

HEO/Mechanic	\$49,254.30	\$1,894.40	\$23.68
Operator	\$48,684.27	\$1,872.47	\$23.41
Laborer	\$44,588.54	\$1,714.94	\$21.44
Truck Driver/Laborer	\$46,615.30	\$1,792.90	\$22.41
Secretary	\$38,909.42	\$1,496.52	\$18.71

### 19.2 WAGES BEGINNING JULY 1, 2015

	<u>Annual</u>	<u>Biweekly</u>	<u>Hourly</u>
Chief Operator	\$59,343.09	\$2,282.43	\$28.53
Compost Fac. Operator	\$59,343.09	\$2,282.43	\$28.53
Assistant Chief Operator	\$51,058.11	\$1,963.77	\$24.55
Assistant Compost Monitor	\$51,058.11	\$1,963.77	\$24.55
Heavy Equipment Operator	\$50,144.80	\$1,928.65	\$24.11
HEO/Mechanic	\$50,731.92	\$1,951.23	24.39
Operator	\$50,144.80	\$1,928.65	\$24.11
Laborer	\$45,926.20	\$1,766.39	\$22.08
Truck Driver/Laborer	\$48,013.75	\$1,846.68	\$23.08
Secretary	\$40,076.70	\$1,541.41	\$19.27

### 19.3 WAGES BEGINNING JULY 1, 2016

	<u>Annual</u>	<u>Biweekly</u>	<u>Hourly</u>
Chief Operator	\$61,123.38	\$2,350.90	\$29.39
Compost Fac. Operator	\$61,123.38	\$2,350.90	\$29.39

Assistant Chief Operator	\$52,589.85	\$2,022.69	\$25.28
Assistant Compost Monitor	\$52,589.85	\$2,022.69	\$25.28
Heavy Equipment Operator	\$51,649.14	\$1,986.15	\$24.83
HEO/Mechanic	\$52,253.88	\$2,009.76	\$25.12
Operator	\$51,649.14	\$1,986.15	\$24.83
Laborer	\$47,303.99	\$1,819.38	\$22.74
Truck Driver/Laborer	\$49,454.17	\$1,902.08	\$23.78
Secretary	\$41,279.00	\$1,587.65	\$19.85

- a) Assistant Chief Operator and Assistant Compost Monitor should have the same rate of pay.
- b) Across the Board wages:
  - 1. Effective 7/1/14 1.5%  
Effective 7/1/15 3%  
Effective 7/1/16 3%
  - 2. If DPW or Town Hall employees receive a larger across the board raise at any time during 2014-2016 contract, Local 1853 will be made whole for this difference.

**ARTICLE 20.**

**LONGEVITY**

**20.1** 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.

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

**20.3** 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	3-1/2%
Class II - 8 years but less than 12 years	4-1/2%
Class III - 12 years but less than 15 years	5-1/2%
Class IV - 15 years and over	6-1/2%

**20.4** 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/her longevity pay computed on a pro-rata basis at the percentages applicable over the term of the fiscal year.

**20.5** In the event that any employee is terminated, laid off, quits or retires for any reason including disability or otherwise is not employed by the Town, then that employee shall receive, if he or she is so entitled as provided hereinbefore, 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.

## **ARTICLE 21.**

### **PERSONAL LEAVE**

**21.1** Effective July 1, 2011 employees will receive four (4) personal leave days per year.

- a) Employees shall not be required to state the reason for each of these four (4) days off,
- b) Requests for these days off will not be unreasonably denied unless there is an emergency or lack of minimum staffing.
- c) Personal leave shall not be carried over from fiscal year to year.

21.2 When an employee is out of work for an extended period of time during any fiscal year certain personal days may be carried over to the following fiscal year according to the following schedule below:

- a. An employee who is out of work from April 1<sup>st</sup> through June 30<sup>th</sup> of any fiscal year may carry over one (1) unused personal day into the next fiscal year.
- b. An employee who is out of work from January 1<sup>st</sup> through June 30<sup>th</sup> of any fiscal year may carry over two (2) unused personal days into the next fiscal year.
- c. An employee who is out of work from October 1<sup>st</sup> through June 30<sup>th</sup> of any fiscal year may carry over three (3) unused personal days into the next fiscal year.
- d. Notwithstanding any of the above mentioned date guidelines an employee who is out of work from July 1<sup>st</sup> through a reasonable time within the half of any fiscal year shall not be entitled to carry over any unused personal days into the next fiscal year.

**ARTICLE 22.**

**PROBATIONARY EMPLOYEES**

22.1 a) New probationary employees will serve a one hundred twenty (120) calendar day probation. Such new employees can be terminated at the sole discretion of the Town without any grievance or arbitration rights under the Contract.

- b) New probationary employees will receive \$1.50 less per hour less than the current wages in effect for the classification they are in for the position they were hired, for the one hundred twenty (120) calendar day probation period.
- c) New probationary employees hires cannot work overtime for the first one hundred twenty (120) calendar days unless there is an emergency.

**22.2** Temporary employees may be hired after ten (10) working days of a permanent employee's absence due to injury or illness for a maximum of sixty (60) work days per position. Temporary employees will fill positions left after internal union bid on absent employee's position.

### **ARTICLE 23.**

#### **LEAVE WITHOUT PAY**

**23.1** 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 at the discretion of the Department Head. Leave of absence will not be granted to employees who are seeking other employment.

### **ARTICLE 24.**

#### **TERMINATION**

**24.1** The agreement shall continue in effect from July 1, 2014 until June 30, 2017 and shall remain in effect thereafter from year to year unless terminated by the Town of Bristol and by the Union upon sixty (60) days written notice.

**24.2** Amendments or modifications to this agreement entered into by the parties after expiration date or anniversary date of this agreement shall be retroactive to said expiration or anniversary date.

24.3 Should any provision of this agreement be found to be in violation of any Federal or State Law, by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

**COPY**

SIGNED this 4<sup>th</sup> day of June 2015

FOR THE TOWN:

Antonio L. Teixeira

Antonio Teixeira  
Town Administrator

FOR THE UNION:

B. P. M. J.

Local 1853

Cheryl A. James

AFSCME, Council 94