

AGREEMENT BETWEEN
R.I. COUNCIL 94, AFSCME, AFL-CIO
ON BEHALF OF
BURRILLVILLE TOWN EMPLOYEES, LOCAL 186
AND
THE TOWN OF BURRILLVILLE
JULY 1, 2017 – JUNE 30, 2020

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	4
ARTICLE 2 - UNION SECURITY	4
ARTICLE 3 - DUES CHECKOFF	5
ARTICLE 4 - HOURS OF WORK	5
ARTICLE 5 - REST PERIODS	9
ARTICLE 6 - OVERTIME	11
ARTICLE 7 - SHIFT PREMIUM	12
ARTICLE 8 - OUT OF GRADE PAYMENT	13
ARTICLE 9 - CALL-IN PAY	13
ARTICLE 10 - HOLIDAYS	14
ARTICLE 11 - SENIORITY	15
ARTICLE 12 - POSTING OF VACANCIES AND NEW GROUPS	17
ARTICLE 13 - PERSONAL LEAVE	20
ARTICLE 14 - BULLETIN BOARDS	21
ARTICLE 15 - LEAVE OF ABSENCE	21
ARTICLE 16 - VACATIONS	22
ARTICLE 17 - SICK LEAVE	25
ARTICLE 18 - BEREAVEMENT LEAVE	27
ARTICLE 19 - MILITARY SERVICE	28
ARTICLE 20 - JURY DUTY	28
ARTICLE 21 - UNION REPRESENTATIVE/OFFICIAL TIME OFF	28
ARTICLE 22 - COMPENSATION FOR TOOLS AND CLOTHING	29
ARTICLE 23 - SAFETY AND HEALTH	30
ARTICLE 24 - EMERGENCY	30
ARTICLE 25 - NEW EMPLOYEES	31

ARTICLE 26 - HOSPITAL/SURGICAL AND MEDICAL CARE	31
ARTICLE 27 - DISCIPLINE AND DISCHARGE	35
ARTICLE 28 - GRIEVANCE PROCEDURE	36
ARTICLE 29 - ARBITRATION	37
ARTICLE 30 - COST OF LIVING ADJUSTMENT	37
ARTICLE 31 - RETIREMENT CONTRIBUTION	37
ARTICLE 32 - JOB CLASSIFICATIONS	38
ARTICLE 33 - TEMPERATURE CLAUSE	38
ARTICLE 34 - PAY PERIOD	39
ARTICLE 35 - MEETING COVERAGE	39
ARTICLE 36 - FLEX TIME	39
ARTICLE 37 - OPERATION OF EQUIPMENT	39
ARTICLE 38 - STRIKES AND LOCKOUTS	39
ARTICLE 39 - SAVINGS CLAUSE	40
ARTICLE 40 - LONGEVITY	40
ARTICLE 41 - SALARY SCHEDULE	40
ARTICLE 42 - EDUCATIONAL OPPORTUNITIES	47
ARTICLE 43 - PART TIME EMPLOYEES	47
ARTICLE 44 - MANAGEMENT RIGHTS	48
ARTICLE 45 – P.E.O.P.L.E. DEDUCTIONS	48
ARTICLE 46 – PRIVATE TRAFFIC/ROAD DETAILS	48
ARTICLE 47 - TERMINATION OF AGREEMENT	50
EXHIBIT A - ALTERNATIVE PUBLIC WORKS CONSTRUCTION SEASON SCHEDULE	51
APPENDIX A - HEALTH INSURANCE PLAN	52
APPENDIX B – DELTA DENTAL PREMIER	52
	54

**ARTICLE 1
RECOGNITION**

- 1.1 The Town of Burrillville recognizes the Union as the sole and exclusive collective bargaining representative for those full and part time employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 1.2 The bargaining unit consists of all employees in the Town of Burrillville as defined in the Rhode Island State Labor Relations Board, Case #EE 3104 (or as amended), including Laborers, Drivers, Operators, Mechanics, Foremen, Clerks, Deputy Town Clerk, Deputy Town Treasurer, Deputy Tax Collector, Deputy Town Planner, Administrative Aide, Financial Aide, Dispatcher and Custodian, Animal Control Officer, Deputy Animal Control Officer, Mini-bus Driver and field clerk, but excluding executives, professional employees, elected officials, board and commission members, certified teachers and all other school department employees, policemen, firefighters, attorneys, for the purpose of collective bargaining with respect to hours, wages and working conditions.

**ARTICLE 2
UNION SECURITY**

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

Any present or future employee who is not a Union member shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Part time employees will pay a pro-rata schedule of dues as defined by AFSCME, Council 94. The Employer within shall discharge employees who fail to comply with this requirement thirty (30) days after receipt of written notice to the Employer from the Union.

- 2.2 The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization, or with any individual, so long as the Union is the bargaining representative.

- 2.3 The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity on behalf of the Union, nor will the Employer encourage membership in another Union.
- 2.4 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, religion, mental or physical disability, gender identity and gender expression or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- 2.5 The Union shall indemnify and hold harmless the Employer for any and all claims, liabilities and costs incurred by the Employer as a result of the Employer's compliance with Article 2.1.

ARTICLE 3 DUES CHECK-OFF

- 3.1 The Employer agrees to the Union Check-off System, whereby Union dues and Agency Fees will be withheld from the employee's pay. Such withholdings are to be transmitted by check at intervals of no greater length than thirty-one (31) days made to the order of Rhode Island Council 94, AFSCME, AFL-CIO, 1179 Charles Street, North Providence, R. I. 02904 and accompanied by a list of employees paid.

ARTICLE 4 HOURS OF WORK

- 4.1 a. The hours for Highway Department employees shall be eight (8) hours of work per day, forty (40) hours per week, 6:30 am to 3:00 pm, with one-half (1/2) hour unpaid lunch. The Public Works Director will set the schedule for the lunch break. The Town will have the discretion to change the hours of work to 7:00 am to 3:30 pm between October and April with at least one week notice to the employee. This shall constitute a normal workday for that period.
- b. The hours of work for Public Works Administrative Aides and Clerical employees shall be 37 1/2 hours per week, five (5) consecutive 7.5 hour days, Monday through Friday, with one-half (1/2) hour unpaid lunch. The Public Works Director will set the schedule for the lunch break.
- c. Public Works Administrative Aides and Clerical employees will start work between the hours of 6:30 am and 7:00 am as determined by the Public Works Director.

- d. If a second shift per section 4.13 is implemented, Public Works, Administrative Aides and Clerical employees so assigned will start work at 3:30 pm with one (1) hour unpaid lunch/meal. The Public Works Director will set the schedule for the lunch/meal break.
- e. Notwithstanding anything to the contrary in this Agreement, the hours of work for all part-time employees of the Town will be determined by the Town. The provisions of Article 6.3 shall apply to all part-time employees.

4.2 a. The hours of work for Administrative Aides and Clerical employees may be between thirty-five (35) and forty (40) hours per week as determined by the Town. Employees will be scheduled to start work between 7:00 am and 8:30 am and may end work between 3:00 pm and 4:30 pm, five (5) consecutive days, Monday through Friday, year round, with a one (1) hour unpaid lunch. Changes in hours of work will be subject to the Town providing the effected employees with a one week notice of said change.

- b. Notwithstanding 4.2a above, members of Council 94, Local 186 assigned to work at the Town Hall/Annex and as otherwise applicable will have their regular work hours (schedule) modified as follows:

The Town Hall will be open for normal business on Thursdays from 8:30 am through 7:00 pm. Employees will be permitted to take a one-half (1/2)-hour (paid) break between the hours of 4:30 pm and 7:00 pm. Department supervisors or their designees will set schedules for breaks. Employees may swap break periods with the pre-approval of the Department supervisor.

The Town Hall will close on Friday afternoons at 12:30 pm (no lunch period will be offered).

4.3 In order to maintain the integrity of the pay, compensation and benefits schedules:

- a. The Town will pay affected employees on the basis of a thirty-five (35)-hour work week.
- b. The hourly pay rates, as specified in the collective bargaining agreement, will not change.
- c. Employees will be eligible for overtime after 7:00 pm Thursdays and 12:30 pm Fridays, and will be paid in accordance with applicable provisions of the contract. In appropriate situations as determined by the Department Head, compensatory time may be authorized (notwithstanding Section 6.7) up to a maximum amount of two (2) hours per month. Any accrued compensatory time must be used by

the employee within 30 days of its accrual. All use of accrued compensatory time must first be approved by the Department Head. If an employee is prevented from using compensatory time due to a decision by the Town then such compensatory time will be accrued and paid at the end of the 2nd pay period following the expiration of the 30 day period. Employees must use compensatory time earned under this Section as described above or the time will be forfeited unless the Employee is prevented from using the time due to action by the Town.

- d. For the purpose of utilization of sick leave, vacation, personal days, etc., employees will be charged as follows: 10 hours for Thursdays and 4 hours for Fridays.
- 4.4a. If a holiday falls on a Thursday or Friday, the employee will receive that day off, paid, as is the current practice.
- b. For purposes of this provision only, when Christmas or New Year's Day fall on a Friday, the provisions of 4.2b will not be applied to employees regularly scheduled to work and working at the Town Hall/Annex on the Thursday before the holiday and said employees will only be required to work through the end of the regular work shift as defined in 4.2a.

4.5 Animal Control Department

- a. The Animal Control Officer's hours of work will be Monday through Friday from 7:00 am to 3:00 pm with Saturday and Sunday off.
- b. The Deputy Animal Control position will be full time. The Deputy Animal Control Officer's hours of work will be forty (40) hours per week. When the Deputy Animal Control position becomes vacant and thereafter the Town at its discretion may decide to make this position either full or part time. The schedule of hours will be flexible as determined by the Police Chief and will be posted in one week increments with at least seventy-two (72) hours prior knowledge before the actual work week.
- c. On call period - holidays as needed, and Saturday, Sunday and Monday nights from 3:00 pm to 11:00 pm. A \$50.00 weekly stipend will be paid for on call coverage during the above noted periods.
- d. Overtime will be paid after a total of eight (8) hours have been worked in any day, excluding unpaid breaks, and after forty (40) total hours have been worked in a work week, excluding unpaid breaks.

4.6 The hours of work for Police Department Administrative Aides and Clerical employees may be between thirty-five (35) and forty (40) hours per week as determined by the Town. Employees will be scheduled to start work between 7:00 am and 8:30 am and may end work between 3:00 pm and 4:30 pm, five (5) consecutive days, Monday through Friday, year round, with a one (1) hour unpaid lunch. Changes in hours of work will be subject to the Town providing the effected employees with a one week notice of said change.

4.7 The hours of work for Police Dispatchers shall be 8:00 am to 4:00 pm for the first shift, 4:00 pm to 12:00 pm for the second shift and 12:00 midnight to 8:00 am for the third shift. The work schedule shall be four (4) consecutive 8-hour days with two (2) consecutive rotating days off averaging thirty-seven and one-half (37-½) hours per week, year round. A paid lunch period shall be provided.

The Town will maintain defined shift assignments for four (4) full time dispatchers. Should the Town hire more than four (4) full time dispatchers, these employees may be assigned to a so-called "floating" shift where hours and work days may vary based on staffing needs determined by the Police Department. This Agreement does not preclude the Town from using part-time bargaining unit employees to fill vacant shift or shift assignments (rotations, etc.) Police Dispatchers calling in sick will provide a minimum of 1-½ hours prior notice to the ranking police officer on duty unless extraordinary circumstances prevent such notification.

4.8 The hours of work for Custodian at the Police Department shall be between 6:30 am and 6:30 pm, five (5) consecutive 8-hour days, Monday through Saturday, forty (40) hours per week, year round, with a one-half (1/2) hour unpaid lunch. The schedule of hours or days to be worked will be flexible as determined by the Police Chief and will be posted in one week increments with at least one (1) week prior knowledge before the actual work week may be modified. Schedule changes under this provision will occur no more than once per calendar quarter unless agreed to by the Union. Notwithstanding the above, the current occupant of the Custodian position shall maintain his present schedule until he leaves that position for any reason or the current schedule is modified by mutual agreement between the Chief and the Union.

4.9 Five (5) days, Monday through Friday inclusive, shall constitute a normal workweek except as noted herein or as otherwise agreed to by the parties.

- 4.10 It is recognized that there are now other work schedules peculiar to certain classes of positions and such exceptions shall remain in full force and effect. In the event it becomes necessary to change the scheduled work hours in any area, the parties hereto shall make every effort to agree mutually on the hours of such schedules and fix the hours subject to the grievance procedure and arbitration provisions of this Agreement.
- 4.11 a. No employee covered by this Agreement shall be laid off, nor shall they have their hours reduced during the life of this Agreement, except as defined in (b) and (c) below.
- b. Employees hired on or after July 1, 1997 can be laid off.
- c. Employees hired on or after July 1, 1997 shall not have their hours reduced during the life of this Agreement, but this language shall in no way interfere with the Employer's rights as set forth in Section 4.11b.
- 4.12 A second shift may be implemented from December 1st to April 1st of each year at the Highway Department. If the Employer decides to create a second shift, then assignment to said second shift shall be made annually in accordance with the seniority and posting provisions of this Agreement. The second shift hours shall be 3:30 pm to 12:00 midnight with one-half (1/2) hour for lunch.

ARTICLE 5 REST PERIODS

- 5.1 Rest periods for all municipal employees, except those employees identified in sections 5.2 and 5.3 below, shall be granted fifteen (15) minutes during each one-half of the workday with pay. Rest periods shall be granted daily between the hours of 10:00 am and 11:30 am and 2:00 pm and 3:30 pm.

5.2 Highway Department Rest Period

The Highway Department work crews will receive one (1) thirty (30) minute portal to portal break in the morning. With prior authorization from the Public Works Director, crews may work through their break and receive an equal amount of time off on the last scheduled workday of the same workweek. Employees who are required to work more than eight (8) consecutive hours in a day will be allowed one (1) fifteen (15) minute break at the end of their original eight (8) hour shift. With prior authorization, as described above, crews may work through this fifteen (15) minute break. Crews/employees held over must work four (4) hours, after being given the opportunity to take a fifteen (15) minute break as described above, before they will be eligible for another fifteen (15) minute break. The above shall in no way interfere with the Public Works

Director's right to authorize/order employees to take breaks whenever the Public Works Director believes it is in the best interests, health and/or safety of the employee/crew to do so.

Employees may be prevented from taking the equivalent time off at the end of the week as allowed above. If employees are prevented from taking the time, employees will be offered, based on Department needs at the time and on a seniority basis, the opportunity to work the time at their straight time rate. If the Department requires employees to work and cannot get volunteers as noted above, the most junior employee(s) will be mandated to stay, on a rotating basis and depending on the needs of the Department, and will receive pay at his/her straight time rate.

Employees prevented from taking the equivalent time off at the end of the week, as described above, will be paid straight time for the time worked. (For example, if the employee is authorized to work through three (3) one-half (1/2) hour breaks in one (1) week, but is prevented from taking the equivalent 1.5 hours off at the end of the same week due to the needs of the Department, the employee will be paid straight time for the hours worked – employee will receive forty-one and a half (41.5) hours of straight time pay for forty (40) hours of work.)

5.3 Dispatcher Rest Periods

- 5.3.1 When only one dispatcher (full or part-time) is on duty, no breaks (other than for personal hygiene) will be taken during an eight (8) hour tour of duty. A lunch period shall be taken at the 911 workstation or in the vicinity of the workstation (as authorized by the Police Chief or designee) so that the dispatcher can respond properly to telephone calls, radio traffic, emergency calls, and walk-in traffic at the station.
- 5.3.2 Full Time Dispatchers - In lieu of receiving breaks and lunch periods during their regular working hours, each full-time dispatcher will be paid a flat stipend of \$70.00 per bi-weekly pay period. When a full-time dispatcher is working an eight (8) hour overtime shift, he or she will receive, in lieu of breaks and lunch, a per shift stipend of \$7.00. No stipend will be paid for an overtime shift worked less than eight (8) consecutive hours.
- 5.3.3 Part Time Dispatchers - All part-time dispatchers (both permanent and fill-in) will receive a stipend, in lieu of breaks and lunch, for each full eight (8) hour shift worked. This stipend will be \$7.00 per shift. No stipend will be paid for part-time dispatchers working a shift less than eight (8) consecutive hours.

- 5.3.4 If more than one employee is on duty in the dispatch center, or the Police Chief (or designee) makes arrangements to provide alternative coverage for the dispatch center, dispatchers may receive a one half (1/2) hour paid lunch period (break) to be taken wherever they choose. Not more than one (1) employee shall take a lunch break at the same time, and all break schedules shall be at the sole discretion of the Police Chief or designee. Dispatchers will not receive any other scheduled breaks during the eight (8) hour tour of duty except as required for personal hygiene. No stipends will be paid when these conditions are met and the stipend paid under 5.3.2 will be prorated at one-tenth (1/10th) of the full bi-weekly stipend.
- 5.3.5 Emergency Situations - During emergency situations or as ordered by a superior (commanding) officer of the Police Department, lunch breaks will be forfeited for the period of time affected by the emergency, and until such time as a superior officer restores the dispatch center to its normal operating status. If time cannot be offered for a break during the employee's tour of duty, a prorated stipend of one-tenth (1/10th) of the full bi-weekly stipend will be paid to the affected dispatcher.
- 5.3.6 Stipend Calculation - The stipend will not be calculated as part of wages for purposes of vacation, sick, personal, longevity, overtime, pension, shift differential or any other pay item.

ARTICLE 6 OVERTIME

- 6.1 Time and one-half shall be paid in each or any of the following instances, and each instance shall not be dependent upon any other instance:
- a. All time worked in excess of eight (8) hours in one day except as provided in Section 9.2 of this Agreement.
 - b. All time worked in excess of forty (40) hours in any one week.
 - c. Time and one-half shall be paid for all hours worked on paid holidays, plus holiday pay.
 - d. Changes in hours of work under 4.1a – e, 4.2a or 4.8 of this Agreement shall be interpreted so that any overtime will be applied in a manner consistent with the intent of all provisions of Article 6.
- 6.2 Time and one-half shall be paid for all hours worked on Saturday and Sunday except as set forth in Section 6.3 or as otherwise agreed to in this Agreement.

- 6.3 It is recognized that when Saturday and Sunday is a regular work day for Police Dispatchers and/or other applicable positions/personnel, they will be paid time and one-half for all hours worked on their scheduled days off.
- 6.4 The Town will make every reasonable effort to distribute overtime equally among all employees of the bargaining unit, on a rotating basis. The Town agrees to make available to the Union a record of such overtime work.
- 6.5 Paid absence shall be considered as regular time worked for the purpose of computing overtime payments.
- 6.6 Whenever an employee is required to work on Christmas Day, said employee shall receive holiday pay for his regularly scheduled hours plus double time for the number of hours actually worked.
- 6.7 No employee who has performed work before or after scheduled shift hours will have the right or will be required by the Town by reason thereof to take time off to equalize his work hours.
- 6.8 The Town agrees that all regular and foreseeable overtime shall be posted and employees shall be notified forty-eight (48) hours in advance, if possible.
- 6.9 The Town of Burrillville agrees to pay employees time and one-half in addition to straight time who are assigned to work within the area where blasting and/or the handling of dynamite is being done. This provision shall apply to actual blasting time only and shall be limited to three (3) employees receiving the above rate.
- 6.10 When an administrative or financial aide is scheduled or required to attend a zoning, planning, assessment, Town Council or Municipal Court meeting (session), they will receive time and one-half pay for all hours worked at the particular meeting when held outside regularly scheduled working hours (deputies will be excluded from receiving overtime pay for this work).

**ARTICLE 7
SHIFT PREMIUM**

- 7.1 Any employee covered by this Agreement who works a second shift shall receive a .75 cent an hour differential increase in pay. The second shift shall be those hours worked between 4:00 pm and midnight.
- 7.2 Any employee who works a third shift shall receive a .90 cent an hour differential increase in pay. The third shift shall be those hours worked between midnight and 8:00 am.

**ARTICLE 8
OUT OF GRADE PAYMENT**

- 8.1 When an employee is assigned in writing by the Town to work in a higher classification said employee shall receive the next highest level of pay above his/her regular rate in the higher classification.
- 8.2 If an employee is assigned in writing by the Town to work in a lower classification, said employee shall receive his regular rate of pay.
- 8.3 The Town shall not call in anyone from outside the bargaining unit to do work within the bargaining unit unless every member of the bargaining unit qualified to perform the particular work that is needed to be filled is first given an opportunity to perform such work.

**ARTICLE 9
CALL-IN PAY**

- 9.1 In the event an employee reports for work on his regular shift without having been previously notified not to report, he shall be given at least four (4) hours work or if no work is available, he shall be given four (4) hours at his rate.
- 9.2 Any employee called in and reporting for work within one (1) hour of his/her normal starting time shall receive one (1) hour of pay at time and one half. Employees called into work more than one (1) hour prior to their normal starting time shall receive four (4) hours pay at time and one half.

An employee called back (in) to work after termination of his/her normal (regular) shift, shall receive time and one half for the actual hours worked, but shall not receive less than four (4) hours of pay at time and one half. Portions of hours worked thereafter shall be rounded up to the next 15 minute interval.

Employees who remain on the job after termination of his/her normal shift shall receive pay at time and one half for all hours, or portions of hours worked. A minimum of one (1) hour's pay at time and one half shall be paid.

- 9.3 All full time Driver/Laborer/Operators, Working Foreman and Mechanics are considered to be essential employees during times of emergency and shall respond to and must report for any emergency call-in when contacted by the Director or his designee. Failure to report may result in disciplinary measures. Failure to report due to illness may result in the employee being asked to submit a physician's note to verify the illness.

**ARTICLE 10
HOLIDAYS**

10.1 a. All employees covered by this Agreement shall be paid for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Victory Day	Christmas Day

10.1 b. All employees shall be paid for the following half-day except in an emergency:

½ day before Christmas Day

The Town shall close for the last four (4) hours of the day before Christmas. Employees who are required to work these last four (4) hours due to the nature of their jobs (e.g. dispatcher) shall be paid for these four (4) hours as if they worked on a holiday. In the event the day falls on a Friday, Town buildings (Town Hall, Annex and buildings that work a 4 hour day on Friday) will be closed for the entire day. In the event Christmas falls on a Friday, Town Buildings will be closed at 1p.m. on the Thursday immediately preceding the holiday.

- 10.2 If Victory Day is abolished by an act of the General Assembly, said holiday shall be deleted as a paid holiday as outlined in Section 1 above and a personal day will be substituted to replace Victory Day.
- 10.3 Whenever a holiday falls on the employee's scheduled day off, the employee shall receive an additional day off.
- 10.4 Whenever a holiday falls during the employee's scheduled vacation, said employee shall receive an additional day off.
- 10.5 Employees must work their regularly scheduled day before and regularly scheduled day after a holiday to be eligible for holiday pay. Employees absent due to the following reasons shall be eligible for holiday pay.

- a. Injury incurred in the course of employment
 - b. Jury Duty
 - c. Military Leave
 - d. Bereavement Leave
 - e. Approved Sick Leave (employee must present a physician's certificate signed by the treating physician or a physician's assistant or nurse practitioner upon his/her return to work to receive holiday pay)
 - f. Approved Vacation
- 10.6 As Town Hall and the Annex are closed for Presidential Election Day (every four (4) years), employees assigned to Town Hall and the Annex and who are required to work on a Presidential Election Day will receive their regular wages for election day. Employees assigned to Town Hall and/or the Annex who are not required to work as part of the Presidential Election Day voting process will receive the day off with pay.

ARTICLE 11 SENIORITY

- 11.1 Seniority shall be an employee's length of service with the Town of Burrillville in a Division as identified in Article 12, Section 12.1a.
- 11.2 The parties hereto recognize seniority in all cases of shift preferences, days off, vacation time and holiday time within the bargaining unit. Transfers and promotions shall be assigned or awarded in a manner consistent with the application of the language of Sections 12.2 and 12.3.
- 11.3 New employees shall be considered probationary employees for a period of one (1) year from the official starting date (first day of active duty) of the employee. Upon completion of the probationary period, the employee shall be placed on the seniority roster and the effective date of his/her seniority shall be the official starting date. In order for the one (1) year probationary period to have been determined to be successfully completed each new employee must actually be present in the workplace and work 248 working days on the job.
- 11.4 Seniority lists showing the seniority status of employees shall be compiled and thereafter corrected every six (6) months when necessary. Two (2) copies of each list shall be given to the Union.
- 11.5 Employees transferred or promoted to a position outside the bargaining unit shall be deemed to have terminated employment for the purpose of this Agreement, but may re-enter the bargaining unit as a new employee. However, the Town of Burrillville and the Union, by mutual agreement, have the right to restore any

such employee to the unit without loss of his seniority rights back to the time the employee first left the unit.

11.6 An employee shall forfeit all seniority rights accrued to him in the event that:

- a. He is discharged for just cause;
- b. He terminates his employment voluntarily;
- c. Upon failure to return to work upon expiration of a leave of absence;
- d. Upon failure to return to work when recalled under the provisions of Section 9, Article 11.
- e. When layoff exceeds the time prescribed in Article 11, Section 7.

11.7 Whenever a layoff becomes necessary, employees will be laid off on the basis of their seniority within their operating division, and those with the least seniority shall be laid off first. An employee shall be entitled to thirty (30) days notice or thirty (30) days pay in lieu of notice. Whenever it becomes necessary to increase the working force, laid off employees shall be recalled in the inverse order of their layoff before any new employees are hired. Laid off employees shall retain recall rights for two (2) years from date of layoff.

11.8 Employees whose jobs are abolished or eliminated as specified in Section 4.13b shall be permitted to exercise their seniority rights of return in accordance with the layoff provisions of Article 11, Section 7.

11.9 Employees subject to recall shall be notified by the Town by regular first class mail. A copy of such recall letter shall be given to the Local Union President. The employee shall have five (5) working days after the mailing date of the notice in which to notify the Town by regular first class mail that he will return to work. Such letter from the Town shall be mailed to the employee's last mailing address given by the employee to the Town. It is the employee's responsibility to make sure the Town has the employee's most current mailing address and telephone number. Employees who have been on lay off for more than three (3) months and who are recalled will be subject to pre-employment drug testing and a medical examination to verify the employee's ability to perform all his/her job duties.

11.10 Should a grievance arise over the application of the seniority rule, the grievance procedure shall be applicable.

**ARTICLE 12
POSTING OF VACANCIES AND NEW GROUPS**

12.1.a The Town will have four (4) basic operating divisions.

The operating divisions and positions within those divisions are as follows:

- | | |
|--------------------------------------|--|
| Administration
Finance: | – (Accounting, Collections, Treasurer and Assessor)
Deputy Town Treasurer
Deputy Tax Collector
Sr. Financial Aide
Financial Aide
Financial Aide, Part-time
Field Clerk |
| Administrative –
General: | (All other offices)
Deputy Town Clerk
Deputy Planner
Administrative Aide
Administrative Aide, Part-time
Clerk Typist |
| Police: | Dispatcher
Part-time Dispatcher
Animal Control Officer
Deputy Animal Control Officer
Custodian |
| Public Works: | DPW Operations Foreman
Working Foreman
Driver/Laborer/Operator
Laborer
Head Mechanic
Mechanic
Mini Bus Driver |

12.2 The Town agrees to post all vacancies and new positions on all department bulletin boards within seven (7) working days of the vacancy being declared by the Town Manager. The Town manager shall make a declaration regarding the vacancy within six (6) months of the official termination/resignation/retirement date the individual vacates the position. If the declaration is not made within six (6) months the Town will be required to post the vacancy. During the

declaration period the Town will not fill the position without agreement by the Union.* When a position covered by this Agreement is declared vacant by the Town Manager or the Town creates a new position within the bargaining unit, said vacancy and/or new positions shall be filled within fifteen (15) working days after the close of the posting unless there is no list in place, in which case the Town shall have 60 calendar days in which to offer a test. If a test is not available, the Town will determine a process to screen and evaluate candidates and create a list before posting the vacancy. Those which do not require posting are:

- a. Positions not included within the bargaining unit.
- b. Positions which remain vacant.
- c. Part-time positions.

* This language does not affect the hiring of seasonal and/or temporary employees.

12.3 When a position covered by this Agreement is declared vacant by the Town Manager, such vacancy shall be posted (in accordance with 12.2) in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) working days. Employees interested shall apply in writing within the seven (7) working day period. Within fifteen (15) working days of expiration of the posting period, the Town will award the posted position to the most senior qualified applicant as defined below:

- a. The Town will first offer the position to those qualified employees who work within the same classification, by seniority. This is defined as a lateral transfer.
- b. Employees wishing to qualify for a transfer from one position classification to another shall be subject to taking and passing a general qualifying test as prescribed by the Town. Employees who sign up and do not actually participate will be responsible for reimbursing the Town for its costs unless the employee (i) within three (3) business days of notice to the Union by the Town of the date the test will be given notifies the Town in writing that he/she does not want to take the test or (ii) submits, within three (3) calendar days of the date the test is given, a physician's certificate (signed by the treating physician or a physician's assistant or nurse practitioner) verifying an illness and treatment by a doctor, physician's assistant or nurse practitioner. In addition, if a note/report and corroboration of the visit to the physician is not received, the employee will continue to be responsible for reimbursing the Town for the cost of the test.

A verified medical condition is the only reason an employee will be excused from participation in the process. An employee shall not be required to reimburse the

Town in the event he/she is required to work by the Town on the day and time of the test.

- c. Lateral transfers from one classification to another below the rank of working foreman shall be offered to those qualified employees in classifications below the rank of working foreman who have taken and passed the general qualifying test and have bid on the position vacancy by seniority.
 - d. For vacancies that occur in the ranks of working foreman, deputy town clerk, deputy town treasurer, deputy tax collector and deputy town planner, the vacancy shall be filled in the following manner:
 - 1. After a vacancy is declared by the Town Manager it will be posted. All employees who have taken and passed the written test and/or screening process will be eligible to sign the posting.
 - 2. In addition to test scores, candidates will be awarded points for longevity. One (1) point will be awarded for each full year of full time service, to a maximum of ten (10) points. An employee within their first three (3) full years of full time service will not be awarded points.
 - A. No points will be awarded if the employee does not meet the minimum test score or qualifications for the position.
 - 3. The Town Manager or designee is the appointing authority and is responsible for making any and all appointments (promotions), etc. The Town Manager or designee may request and accept and use recommendations from an employee's supervisor. The promotional process will be completed within fifteen (15) working days from the Manager's receipt of all recommendations. Within fifteen (15) working days, the Town Manager will select for promotion from the three (3) candidates with the highest total scores on the promotional list.
- 12.4 Full time employees' seniority rights supersede those of part time employees when both are competing for full time positions. Part time employees shall not be permitted to transfer to full time positions unless that employee has taken and passed the required examination.
- 12.5 The Town will post any and all qualifying examination(s) to be conducted. The notice will be posted for seven (7) working days. Employees wishing to participate in the examination(s) process must apply in writing within the seven (7) working days posting period.

- 12.6 An employee who wants to qualify for a position where there is no active list in place must take a test for that position. The final list will remain active for five (5) years from the date of the test. Any employee who is currently on a list will be grandfathered and not subject to the above for purposes only of the list he/she is currently on as of June 30, 2011.
- 12.7 All employees hired prior to July 1, 1997 shall be grand-fathered* into their present position (classification). *Grand-fathered is defined to mean that bargaining unit members hired prior to July 1, 1997, are qualified in the current (position) classification. Current (position) classification being the (position) classification the employee held as of July 1, 1997.
- 12.8 The successful applicant shall be given sixty (60) calendar days (exclusive of sick leave and time off requested by the employee) as a trial period in the new position at the applicable rate of pay. If within the trial period, it is determined by the Town Manager that the employee is not qualified to perform the work, he shall be returned to his prior position and rate of pay and said employee may pursue this matter subject to the grievance and arbitration provisions of this Agreement. A successful applicant shall have ten (10) working days from date of starting in the new position to decide whether to stay in the position or return to his former position. If the employee decides to return to his former position within the designated time period all other promotional actions related in any manner to the employee's promotion will be declared null and void and reversed.
- 12.9 If no member of the bargaining unit is qualified, the Town may fill the position from outside the bargaining unit and the Union may pursue the matter subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 13 PERSONAL LEAVE

- 13.1 All employees covered by this Agreement shall be granted five (5) personal leave days per year with pay to conduct personal business. Probationary employees will receive one (1) personal day after completion of six (6) months of employment. Employees who request personal time off will make their request at least forty-eight (48) hours in advance except in cases of emergency. Department Heads, as pre-designated by the Town Manager, may approve requests for personal time. Personal leave days shall not accrue and cannot be carried over from one year to the next.
- 13.2 All requests for personal time off must be in writing except in the case of an emergency where if the request is granted the employee may provide a written request by the next work day.

**ARTICLE 14
BULLETIN BOARDS**

- 14.1 The Town shall permit the Union the use of bulletin boards. All notices posted thereon must first be approved by a representative of the Town.

**ARTICLE 15
LEAVE OF ABSENCE**

- 15.1 It is agreed that an employee with permanent status (i.e. not a probationary employee) may be granted a leave without pay, not to exceed six (6) months, for reasons of non-work related personal illness, disability or other purpose deemed proper and approved by the Town Manager. Any request for a leave of absence under this Article must be presented to the Town in writing at least 30 days prior to the date the employee wants to start his/her leave of absence. If 30 days notice is not practicable, such as because of a lack of knowledge of when the leave is required to begin or a medical emergency, then notice must be given as soon as practicable. "As soon as practicable" means as soon as the Employee becomes aware of the need for the leave less than 30 days in advance, he/she should give notice. For leave under this Section to be approved the employee must first have exhausted his/her available paid time off (i.e. sick, personal and vacation time). Nothing in this Article 15 or in Article 17 (Sick Leave) shall prohibit or prevent the Town from filling a position, vacant due to an unpaid leave of absence or sick leave usage, on a temporary basis. Any leave of absence time away from work granted under this Article 15 shall run concurrent with any applicable FMLA or RIFFMLA.

Employees will not be allowed to accrue benefits while out of work on any type of unpaid leave status. Seniority will not be affected.

- 15.2 At the expiration of any unpaid leave (under 15.1), the employee shall be returned to the position from which he is on leave if he is able to perform the work and, where applicable, the employee submits a note from his/her physician clearing him/her to perform all the duties of the position on a regular, full time basis. In the event the former position has since been abolished, the employee will be returned to an equivalent position if one is available. In each case, the employee will receive the then prevailing rate of pay for the position to which he has been assigned. The provisions of this paragraph are subject to the seniority provisions of this Agreement.
- 15.3 Seniority shall be retained and shall accumulate during all leaves of absence, however no accrual of benefits (i.e. sick leave, vacation, etc.) shall be allowed while the employee is on a leave of absence without pay except employees receiving Workers' Compensation benefits shall accrue vacation, sick time,

personal leave and holidays for up to twelve (12) months if out of work continuously or for a maximum of twelve (12) months on any one injury.

- 15.4 All employees who are on an approved leave of absence without pay in accordance with Section 15.1 shall continue to receive all health benefits in accordance with the provisions of Article 26.

**ARTICLE 16
VACATIONS**

- 16.1 All employees covered under this Agreement shall receive a vacation with pay according to the following schedule:

After One Year Anniversary	6 days
After Two Years	13 days
After Five Years	18 days
After Ten Years	21 days
After Fifteen Years	26 days
After Sixteen Years	27 days
After Seventeen Years	28 days

All employees hired on or after December 31, 2011 and covered under this Agreement shall receive a vacation with pay according to the following schedule:

After One Year Anniversary	6 days
After Two Years	11 days
After Five Years	15 days
After Ten Years	20 days
After Nineteen Years	25 days

All employees hired after June 30, 2017 and covered under this Agreement shall receive a vacation with pay according to the following schedule:

If hired in July, August or September	6 days
If hired in October, November or December	4 days
If hired in January, February or March	2 days
If hired in April, May or June	0 days

Thereafter, vacation will be based on contract year starting each July 1:

July 1 after date of hire	6 days
The following July 1	11 days
After Five Years (from July 1)	15 days
After Ten Years (from July 1)	20 days
After Nineteen Years (from July 1)	25 days

All accrued unused vacation pay shall be paid to the employee upon termination. Upon death of the employee, such payment shall be made to the employee's next of kin, or to the employee's estate. Employees completing the years of service shall be granted vacation accordingly.

Employees hired after June 30, 2017 who leave employment with the Town after July 1 in a given contract year will receive a pro-rata amount of their accrued and unused vacation time.

Employees hired after June 30, 2017 who use all their vacation allotment in a given year and, thereafter, leave the Town's employ before the end of the contract year in which all their vacation time was used will be required to reimburse the Town a pro-rata amount of vacation pay (the pro-rata amount to be calculated based on the number of months left in the contract year at the time the employee terminates his/her employment with the Town divided by twelve).

- 16.2 a. Employees shall bid for vacation dates and department heads shall be responsible for approval of vacation periods in accordance with seniority. Employees so entitled shall be allowed to take two (2) consecutive weeks at some time during the calendar year. There shall be no bumping by senior personnel of the vacation selections of junior personnel once the vacation choices have been approved.

Any Division within a Department with less than five (5) employees may have no more than one (1) employee on vacation at any time unless pre-approved by the Department Head. The Department of Public Works shall have no more than three (3) employees in total on vacation at a time unless pre-approved by the Department Head. DPW shall have no more than one (1) mechanic and no more than one (1) foreman out on scheduled vacation at any time within the maximum number of three (3).

16.3 Employees covered by this Agreement shall not be called back to work while on vacation during the regular vacation period except for emergency work and if called back shall receive their regular vacation pay plus time and one-half for the hours worked.

16.4 Seniority shall be retained and shall accumulate during all leaves of absence, however, no accrual of benefits (i.e. vacation, etc.) shall be allowed while the employee is on a leave of absence without pay except employees receiving Workers' Compensation benefits shall accrue vacation for up to twelve (12) months if out of work continuously or for a maximum of twelve (12) months on any one injury.

16.5 Vacation Carryover

1. The Town will agree to allow two (2) weeks of vacation carryover as set forth below.
2. The Town will agree to allow pay in lieu of vacation as set forth below.

The employee may request either option (or combination thereof) no less than ninety (90) calendar days from the employee's anniversary date except in unforeseen circumstances. Such request shall include a full explanation of the reasons for the request. If vacation is carried over, it shall be used within sixty (60) calendar days of the employee's anniversary date or it will be forfeited - no exceptions or variances will be permitted. Paid vacation shall be at the hourly rate of pay on the date of the original request.

The decision to grant pay and/or to allow the employee to carry over vacation rests solely with the Town Manager or his designee(s). The Town Manager will notify, by writing to the President of the Local, any designees authorized to act in his place and, by the same method and at the sole discretion of the Town Manager, he will notify the President of the Local of any change in status of any designee.

The decision of the Town Manager (or designees) under this section of the contract is not grievable.

**ARTICLE 17
SICK LEAVE**

- 17.1 Sick leave is defined as personal illness or physical incapacity due to disease or injury to such an extent as to cause the employee to be unable to perform the duties of the position, enforced quarantine when required by competent public health authorities for duty or non-duty occurrences, or illness or injury to an employee's immediate family that requires, with appropriate medical certification, the attendance of the employee to care for the ill or injured family member for more than one (1) day. A maximum of five (5) days for family illness or injury per fiscal year will be allowed to be deducted from the employee's sick leave allotment.
- 17.2 The Town may require a physician's certificate for each sick leave with pay over an absence of three (3) consecutive working days. The Town will have the right to its own medical examination of the employee by its own medical examiner at the Town's expense.

Abuse or improper use of the sick leave benefit is unacceptable. Employees are responsible to call in when sick prior to the start of the work day. The Employee's department/division head shall be notified immediately by the employee of his/her absence. In addition, the Town, if more than three (3) consecutive working days have elapsed, may request supplemental corroboration of an employee's medical condition, to include requesting the employee to sign a medical release only after a request to be examined by the Town's physician has been made under this section. Such medical information will be only for the instant illness or injury and will be given to the medical physician and the Town Manager or designee, and will be held in the strictness of confidence.

Improper use of sick time will be dealt with in accordance with the collective bargaining agreement.

- 17.3 Sick leave accrues at the rate of one and one-half (1 ½) days per month. The sick leave accrual is not compensable. (Maximum sick leave to accrue is three hundred and fifty (350) hours.)

For employees hired on or after December 31, 2011, sick leave accrues at the rate of one (1) day per month. The sick leave accrual is not compensable. (Maximum sick leave to accrue is three hundred and fifty (350) hours.)

Probationary employees hired on or after December 31, 2011 will accrue sick leave at a rate of one (1) day every two (2) months during the probationary period (maximum accrual during probationary period is six (6) days).

- 17.4 Whenever an employee shall be absent from his duties and receiving compensation as provided in the Workers' Compensation Laws, he shall be granted sick leave in accordance with the rules applicable thereto, in an amount not to exceed his regular compensation. Vacation may be applied in the same manner. When such absence shall not be covered by sick leave or vacation leave, it shall be deemed to be leave without pay. No accrual of benefits (i.e. sick leave, etc.) shall be allowed while the employee is on a leave of absence without pay except employees receiving Workers' Compensation benefits shall accrue sick time for up to twelve (12) months if out of work continuously or for a maximum of twelve (12) months on any one injury.

Sick leave may be used in combination with Worker's Compensation or TDI. The combination of pay received from Worker's Compensation or TDI and the use of accrued sick leave or vacation time as a supplement shall not exceed 100% of the employee's regular weekly gross pay.

- 17.5 There are four (4) quarters in a fiscal year. The fiscal quarters are as follows:

July 1 through September 30

October 1 through December 31

January 1 through March 31

April 1 through June 30

Employees who maintain perfect attendance (one or less sick days used, no leave of absence under Article 15, no Worker's Compensation nor TDI) for a full quarter shall be granted an additional vacation day or one (1) day of pay for that quarter. If an employee maintains perfect attendance for a full fiscal year (July 1 to June 30) an additional vacation day or one (1) day of pay will be granted. In order to receive the extra bonus day for the full fiscal year, no sick days must be used. (Maximum of five (5) days in any fiscal year). The Town Manager shall decide whether vacation or pay will be granted.

- 17.6 After June 30, 2003 new sick leave accruals will have no value at separation or retirement.

- 17.7 An employee who terminates his/her service with the Town for any reason, i.e. the official date of a resignation, retirement, termination (voluntary or involuntary), will have offset against accrued vacation time otherwise payable upon termination of service, at a rate of one day used equals one less vacation day available, any sick time used during the 6 months prior to the employee's official date of leaving from the Town. If the terms of this Section are applied toward an employee, the effected employee may appeal the decision to offset

against his/her accrued vacation to the Town Manager. After review of an employee's appeal under this Section, any decision shall be within the sole discretion of the Town Manager and not subject to further review or the grievance procedure.

- 17.8 Notwithstanding any provision herein to the contrary, employees who elect to apply for Temporary Caregiver Benefits, in accordance with R.I.G.L. 28-41-34, 28-41-35 and 28-41-36, will only be allowed to use available sick leave time as provided by this Agreement (Section 17.1). Employees may use such sick leave in combination with any benefit granted under Temporary Disability Insurance. The combination of pay received from TDI and the use of accrued sick leave as a supplement shall not exceed 100% of the employee's regular weekly gross pay. The Town will not be obligated to supplement such coverage in any manner.

ARTICLE 18 BEREAVEMENT LEAVE

- 18.1 In case of the death of a father, mother, spouse, or child, the employee shall be entitled to a leave of absence with pay commencing from the time of the notification of the death to and including the day following the burial of the deceased, but not to exceed five (5) calendar days.
- 18.2 In case of the death of a mother-in-law, father-in-law, brother, sister, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, the employee shall be entitled to a leave of absence with pay commencing from the time of the notification of the death to and including the day of the burial, but not to exceed three (3) calendar days.
- 18.3 In case of the death of a nephew, niece, uncle or aunt, such employee shall be entitled to a leave of absence, with pay, for the day of the funeral provided said employee attends the funeral.
- 18.4 In the case of the death of a relative other than as hereinbefore provided, such leave of absence, with pay, shall be for not more than one (1) day to permit attendance at the funeral of said person, if the leave is first approved by the immediate supervisor.
- 18.5 In circumstances where the death of a relative in any degree of kinship causes unusual hardship or suffering, the employee may appeal to the immediate supervisor for additional bereavement days. The immediate supervisor and the Town Manager will review the circumstances and if both are in agreement, additional bereavement days may be authorized.

**ARTICLE 19
MILITARY SERVICE**

- 19.1 The provisions of the Federal Laws or any amendments thereto, while in effect, will govern the re-employment of ex-servicemen.
- 19.2 The Town agrees that when an employee is absent due to annual reserve military training of two (2) weeks, he shall receive the difference between his straight time hourly pay and the pay which he receives for his military service.

**ARTICLE 20
JURY DUTY**

- 20.1 An employee who is required by law to be absent from work for jury duty will be paid his/her regular straight time earnings that he would have received had he worked. In order to qualify for such pay the employee called for jury duty will be expected to report to work if the employee is excused prior to 11:00 am.

**ARTICLE 21
UNION REPRESENTATIVE/OFFICIAL TIME OFF**

- 21.1 The Town agrees that designated Union members or officers shall be granted time with pay during working hours to post union notices, investigate and seek to settle grievances and to attend hearings and meetings and conferences on contract negotiations with Town officials. Such time shall be with the approval of the Town Manager or his designee, and such approval shall not be unreasonably withheld.
- 21.2 All duly accredited Council 94 Business Agents shall have access to the Town's premises during normal business hours for the purpose of investigating and processing grievances, conferring with Local Representatives and/or the Town Representatives.
- 21.3 One (1) delegate per one hundred (100) union members or fraction thereof, shall be granted reasonable time off, without pay, during working hours to attend AFSCME International, Regional and State Conventions with the knowledge of the Town. Time off for International Conventions not to exceed five (5) days; time off for Regional or State Conventions not to exceed two (2) days. This section shall apply to no more than one (1) of each type convention during the course of the year.

- 21.4 Two (2) Executive Board members may attend the funeral of a Local Union member. Such time off to be without loss of pay, but the time off shall not exceed one-half day for a funeral within the Town of Burrillville and shall not exceed one (1) day for a funeral outside the Town of Burrillville.
- 21.5 The Union Executive Board may attend the funeral of other Local Executive Board members. Such time off shall be without loss of pay.

**ARTICLE 22
COMPENSATION FOR TOOLS AND CLOTHING**

- 22.1 The Town will furnish all tools necessary for the performance of the employee's assigned duties.
- 22.2 The Town shall furnish all necessary foul weather clothing for the performance of the employee's assigned duties.
- 22.3 When an employee has damaged his eyeglasses on Town-connected work, the Town agrees to replace such eyeglasses provided he was not guilty of negligence or guilty of not wearing safety glasses. Such replacement shall not exceed one (1) pair of eyeglasses per year.
- 22.4 The Town agrees to furnish and maintain three (3) sets of uniforms per week and one (1) pair of coveralls for the two (2) mechanics at the Town Garage.
- 22.5 The Town agrees to purchase work related clothing necessary to perform work duties for all employees (except the mechanics, dispatcher and the office personnel) covered by this Agreement with a three hundred (\$300.00) dollar maximum expenditure each year for each employee. The Town will purchase up to one hundred (\$100.00) dollars each year for office personnel at DPW for work related clothing. All requests for clothing purchases must be pre-approved by the Director of Public Works or Police Chief. Any such request will receive a response within fourteen (14) working days of the submission of the request in writing.
- 22.6 All full-time Police Dispatchers shall, upon completion of their probationary period, receive two (2) pairs of pants, two (2) winter and two (2) summer shirts. Thereafter, they shall receive a reimbursement of up to four hundred (\$400.00) dollars per year for a clothing allowance. Part-time Police Dispatchers will receive reimbursements under this Section on an average of hours worked per week basis as follows: 1 hour – 15 hours = \$100; 16 hours – 25 hours = \$200; and 26 hours – 34 hours = \$300.

**ARTICLE 23
SAFETY AND HEALTH**

- 23.1 The Town and the Union shall cooperate in the enforcement of safety rules and regulations.
- 23.2 Should an employee complain that his work requires him to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, the matter shall be considered immediately by a representative of the Town other than said employee's department head. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure.

**ARTICLE 24
EMERGENCY**

- 24.1 In the event of a declared emergency employees may be assigned to additional duty by the head of the department. It is agreed that there will be no reduction in pay for an employee assigned to a duty below his regularly assigned classification; if the employee is assigned to a higher classification he/she will receive pay in accordance with Article 8.
- 24.2 In any twenty-four (24) hour period, an employee who has worked sixteen (16) hours or more shall be entitled to eight (8) hours rest before re-assignment.
- 24.3 Employees, who for any reason, work beyond their regular quitting time into the next shift, shall be granted the regular rest periods that occur during the shift.
- 24.4 In the event the Governor or federal government determines that an emergency situation exists and as a result makes a public declaration that an emergency exists, employees who are required to remain at their place of work or return to work will be compensated at double time for all overtime hours worked. This provision will apply only under the following conditions:
 - A. Double time will be paid only to essential personnel, i.e. employees required to remain at work or return to work by the Town.
 - B. Double time payments will not be applied to regular shift hours or regularly scheduled hours of work.
 - C. Application of this provision shall commence as of the date and time of the announcement of an emergency as declared by the Governor or the federal government, i.e. no retroactive application.

- D. Application of this provision will occur only if the Town is incorporated into the declaration of emergency by the Governor or federal government.
 - E. Snow emergencies are specifically excluded from this provision except in the case when the Governor declares a State of Emergency.
- 24.5 All full time Driver/Laborer/Operators, Working Foreman and Mechanics are considered to be essential employees during times of emergency and shall respond to and must report for any emergency call-in when contacted by the Director or his designee. Failure to report may result in disciplinary measures. Failure to report due to illness may result in the employee being asked to submit a physician's note to verify the illness.

ARTICLE 25 NEW EMPLOYEES

- 25.1 The probationary period for all new employees shall be one (1) year from the official starting date (first day of active duty) of each employee. All such probationary employees may be dismissed during the probationary period without recourse to the contractual grievance procedure. If a probationary employee is dismissed, earned vacation shall be pro-rated and paid. In order for the one (1) year probationary period to have been determined to be successfully completed each new employee must actually be present in the workplace and work 248 working days on the job.

ARTICLE 26 HOSPITAL/SURGICAL AND MEDICAL CARE

- 26.1 All full time employees will receive individual or family health insurance, as described below and as more specifically summarized in the attachment to this Agreement, provided by the Town, subject to R.I.G.L. 28-7-49. Part time employees who work an average of twenty-five (25) or more hours per week (average as calculated under Article 43.4 (2)) will receive individual or family health insurance, as described below and appended hereto, provided by the Town. The Town agrees to include Vision Plan I as part of the benefits available to employees who elect either individual or family health insurance.
- Effective 7/01/09 all bargaining unit members hired on or before 6/30/09 shall receive a health insurance plan that will be co-insurance 100/80% with a \$1000/\$2000 deductible (attached hereto as Appendix A), which will be the designated Town plan, and will include the following:

- Hospital emergency room coverage will include a \$250 co-pay unless the user is admitted to the hospital, in which case the co-pay shall be waived
- Utilization co-pays for Doctor's visits will be \$15.00
- The in-network and out-of-network deductible shall be \$1000.00 per person/member (maximum \$2000 per family) and does not apply to certain services (see attached summary for specific details). The member will pay the full amount of the deductible due and submit documentation specified by the Town for reimbursement. Effective 7/01/07 the Town will reimburse each bargaining unit member 60% for the deductible payments incurred by him/her, up to a maximum of \$600 per year to employees with individual coverage and up to a maximum of \$1,200 per year to employees with family coverage. Family reimbursements will be up to 60% of each \$1,000 deductible incurred (this means that a member will not receive the full \$1,200 reimbursement until two (2) family members independently incur their full \$1,000 deductible).
- Prescription co-pays at \$7/\$25/\$40
- All bargaining unit members hired on or after 7/01/06 shall contribute a co-share of \$40.00 per pay period for either individual or family coverage for health insurance coverage under the Town designated plan
- All bargaining unit members hired on or after 12/31/11 shall contribute a co-share of 15% per pay period for either individual or family coverage for health insurance coverage under the Town designated plan
- Any bargaining unit member may choose to receive added health insurance benefits from plans available to and provided under this Agreement. The employee must pay the entire difference in the premium rate between what the Town is paying and the full cost of the coverage in addition to the co-share amount.

All health insurance contributions by new employees shall be automatically deducted from the employee's bi-weekly paycheck.

The above family or individual health programs, dependent upon his/her marital status, will be available to eligible employees thirty (30) days from date of employment.

In addition, the Town may offer health insurance coverage from an alternative provider. Eligibility to select and/or receive coverage from an alternative provider will be consistent with the above referenced language. The parties

agree the health care plan from an alternative provider will be coverage that is equal to or better than the co-insurance 100/80% with a \$1000 deductible health insurance plan described herein and appended to this Agreement which is the Town designated plan.

Thirty (30) days from date of employment all employees shall be covered by the following family or individual dental program dependent upon his/her marital status:

Subject to R.I.G.L. 28-7-49, an employee shall be entitled to receive a dental plan with benefits and network (including Basic First Level, with DD101, 102 and 103 riders – Family Coverage) equivalent to those existing on the date of execution of this Agreement. A summary of benefits for said dental plan shall be appended hereto and incorporated herein. In addition, a summary description of the plan shall be available in the Town Manager's office.

- 26.2 All employees shall be provided with a twenty-five thousand (\$25,000.) dollar life insurance policy fully paid by the Town.
- 26.3 All employees covered by this Agreement shall be eligible for Rhode Island T.D.I. at the expense of the employee. The Town agrees to make such deduction.
- 26.4 Employees injured on the job shall not lose any benefits covered by this Agreement. Time lost because of such injury shall be considered as time worked. Notwithstanding the above, no accrual of benefits (i.e. sick leave, vacation, etc.) shall be allowed while an employee is on a leave of absence without pay except employees receiving Workers' Compensation benefits shall accrue vacation, sick time, personal leave and holidays for up to twelve (12) months if out of work continuously or for a maximum of twelve (12) months on any one injury.
- 26.5 The Town will provide an individual Health Insurance Plan for the first five (5) years of the employee's retirement. The Town will pay 100% of the cost for the first five (5) years. Any co-pay (co-share) in effect at the time of the employee's retirement will be paid by the employee/retiree for all five (5) years. Plans and benefits for retirees will be modified as necessary so as to reflect any changes or modifications that are made to the plans in effect for active union employees. In order to be eligible for this retirement benefit, an employee must retire from the Town with a minimum of twenty (20) or more years of full time service with the Town and be eligible to retire and actually retire under the State system. An employee cannot opt in to health insurance coverage less than eighteen (18) months before his/her retirement unless the employee can demonstrate changed circumstances/emergency situation with proof of change satisfactory to the Town. Employees participating in the buyout option under the contract (Article

26.6) are not eligible for the above-referenced retiree health insurance coverage and will not be allowed to switch to health insurance coverage less than eighteen (18) months before his/her retirement unless the employee can demonstrate changed circumstances/ emergency situation with proof of change satisfactory to the Town. A retiree will not be eligible for the above referenced retiree health insurance if he/she is Medicare eligible at the time of his/her retirement or before. Additionally, the above coverage shall cease at the time a retiree becomes Medicare eligible if said time is during any of the first five (5) years after retirement.

The Town will determine how the retired employee will pay for his/her share of insurance costs offered herein. Failure of the retiree to pay for the insurance and co-pay (co-share), if applicable, will result in the retiree permanently forfeiting his/her eligibility for the benefit at the sole discretion of the Town. Once a retired employee opts out of the Town's health insurance coverage or is terminated for nonpayment, he/she shall forfeit his or her future eligibility to participate in the retiree insurance programs.

Effective July 1, 2017, if an employee elects not to accept the retirement health insurance benefit, in lieu of receiving said retiree health insurance coverage he/she will receive a buyout, paid on a monthly basis, in the amount of \$200.00 per month. Said payments in lieu of receiving retiree health insurance coverage will commence upon the first of the month following the employee's retirement and continue for a maximum of 60 monthly payments. Once a retiring employee elects not to accept the retirement health insurance benefit, he/she will not be allowed to join or elect to receive retiree health coverage pursuant to 26.5.

- 26.6 Effective June 30, 2014, all employees covered by this Agreement shall have the option to elect out of their present health coverage and accept, in lieu thereof, a payment equal to \$350 per month. If employees elect this option, they must do so during the enrollment period. No employee may be compelled to accept such an alternative payment. If an employee chooses to exercise this option, he/she shall only be allowed to elect back into the health plan in the event of marriage, divorce, death of a spouse or child, birth or adoption of a child, termination from employment of his spouse or any other major change in family circumstances recognized under applicable law or during the open enrollment period. An employee with a spouse working for the Town (including the Sewer Department or the School Department) will not be eligible to elect the above option nor will the employee be allowed to receive health care coverage under Article 26 of this Agreement if his/her spouse is working for the Town (including the School and Sewer Departments) and is receiving health care coverage. It is the intent of this language to prevent employees of the Town who are married from both receiving health insurance coverage or one receiving health insurance and the other receiving an opt out payment.

- 26.7 The Town reserves the right to explore other health programs of equal or better benefits than the existing health program as a cost saving measure. If mutually agreeable, the parties can exchange health programs for a more cost effective plan.
- 26.8 The Town will provide health insurance as set forth in Article 26.1 and as attached hereto. The Town will not be required to equalize benefits between the offered health plans for the duration of this collective bargaining agreement.
- 26.9 If at any time during the life of this Agreement the Town is notified by any governmental authority that it will or may be subject to an excise tax (i.e. any type of charge or payment) because bargaining unit employees are covered by so-called "High Cost Employer-Sponsored Health Coverage" (as may be required by the Affordable Care Act) the parties agree that this Agreement shall be re-opened for the sole purpose of discussing the excise tax.

ARTICLE 27 DISCIPLINE AND DISCHARGE

- 27.1 Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in Article 28. If a supervisor has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities or deficiencies shall be privately brought to the attention of the employee. After a period of twelve (12) months for the first violation and twenty-four (24) months for any subsequent violation committed during the initial twelve (12) or subsequent twenty-four (24) month period or unless otherwise agreed by the parties, if the employee has not committed any further infractions of appropriate rules and regulations, oral and/or written reprimands shall be expunged from the employee's personnel records. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entries in his personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee upon his request and shall also be disclosed to the employee's Union Representative. Where appropriate, disciplinary action or measures shall include only the following:

1. Oral reprimand
2. Written reprimand
3. Suspension or
4. Discharge or
5. Demotion where appropriate

Notwithstanding the above, where an employee(s) engage in serious infractions the Town may invoke discipline up to and including immediate dismissal.

- 27.2 When any disciplinary action is to be implemented, the Employer shall before or at the time such action is taken, notify the employee and the Union in writing of the specific reasons for such action.
- 27.3 The Employer shall not discharge or suspend an employee without just cause. Within two weeks of such suspension or discharge, the Union may file a grievance with the Town Manager as set forth in Article 28 and such hearing shall be held no later than two work weeks after the Union's request.
- 27.4 In the event that an employee is dismissed, demoted or suspended under this section, and such employee appeals such action and his appeal is sustained, he shall be restored to his former position and compensated at his regular rate for any time lost during the period of such dismissal, demotion or suspension.

ARTICLE 28 GRIEVANCE PROCEDURE

- 28.1 The purpose of the grievance procedure shall be to settle grievances of the employees in the bargaining unit, including problems concerning working conditions, on as low a level as possible, and as quickly as possible so as to insure efficiency of the department's operation and to promote employee morale.
- 28.2 Any employee covered by this Agreement who has a grievance must submit the grievance in writing to the Union and the immediate supervisor within ten (10) working days of occurrence, or it shall not be considered a grievance under the terms of this Agreement.
- 28.3 Grievances initiated by the Union concerning contract violations shall commence with Step 2 of the procedure and must be initiated within ten (10) working days of occurrence or it shall not be considered a grievance under the terms of this Agreement.
- 28.4 The Town and the Union agree to the following steps to be followed for the settling of all grievances under this Agreement.

STEP 1: The employee who has a grievance may first discuss the grievance with his immediate supervisor and his Union Steward or Representative. The immediate supervisor shall make his answer available in writing to the employee within three (3) working days.

STEP 2: If no agreement is reached, the employee involved and/or with his Union Steward or Representative, shall discuss the grievance with the Town Manager who shall render a written decision within three (3) working days.

ARTICLE 29 ARBITRATION

- 29.1 If the grievance is still unresolved, either party may within thirty (30) calendar days after the reply of the Town Manager or his Representative is due, request arbitration in accordance with the Labor Rules of the American Arbitration Association or the Labor Relations Connection, as mutually determined by the parties.
- 29.2 One arbitrator shall be selected in accordance with the rules and procedure of the American Arbitration Association. The expense of the arbitrator will be shared equally by the parties.
- 29.3 The decision of the arbitrator shall be final and binding on any matter pertaining to the provisions of this contract, but not pertaining to financial matters. The arbitrator shall have no power to alter, amend, add to or deduct from the arrangement of this Agreement; nor shall the arbitrator have any power with respect to any right or grievance for any period prior to the effective date of this Agreement.
- 29.4 Nothing herein shall be construed to affect the existing right of the Town Manager to initiate any inquiry or hearing with respect to the department.

ARTICLE 30 COST OF LIVING ADJUSTMENT

- 30.1 All employees who retire shall be covered by the State of Rhode Island Municipal Employees' Retirement Cost of Living Adjustment (COLA) based on Plan C of R. I. General Law 45-21-52. Notwithstanding anything to the contrary, the Town's obligation under this Article will be consistent only with whatever the terms of the applicable statute, R.I.G.L. 45-21 as amended, may provide.

ARTICLE 31 RETIREMENT CONTRIBUTION

- 31.1 It is hereby mutually agreed between the Town of Burrillville and the Union that benefits under the present retirement system shall be maintained and that an employee's contribution shall remain the same during the life of this Agreement, unless either is changed or modified by the State of Rhode Island.

- 31.2 **ALTERNATIVE RETIREMENT PROGRAM.** It is the intent of the Town to manage its pension expenses and liability in a prudent and fiscally sound manner. In order to achieve this goal while, at the same time, providing to employees retirement benefits that are secure for the long term, the Town is proposing that all employees be enrolled in a defined contribution (403(b) plan or equivalent) in lieu of the State Municipal Employees Retirement System, Chapter 45-21-1, et. seq. However and before negotiations between the Town and the union can commence on this issue, the Town recognizes that certain actions must be accomplished by the Town. Therefore, the Town is proposing that if the following conditions are satisfied by the Town Council within the time period set forth herein, the parties agree, notwithstanding that a contract may be in place, to reopen the contract for the sole purpose of discussing pension options.

In order for the above proposed reopener to be effective during the term of any contract that may be entered into between the parties prior to the below date, the Town Council must, no later than March 31, 2019, vote to take all necessary steps, including without limitation, developing any necessary Town ordinances, perform appropriate cost analysis and projections and, if required by law to develop legislation to be submitted to the RI General Assembly, to determine whether the creation of a defined contribution pension plan for employees of the Town makes fiscal sense.

ARTICLE 32 JOB CLASSIFICATIONS

- 32.1 It is agreed by the Employer and the Union that position classifications and specifications placed in proper grade shall be established at the conclusion of these negotiations.

ARTICLE 33 TEMPERATURE CLAUSE

- 33.1 No employee shall be required to operate any equipment within the Highway Department which is not equipped with a heater when the temperature reaches 32 degrees Fahrenheit or below, unless said employee agrees to do so at the request of the Director of Public Works.
- 33.2 Employees required to work outdoors when the temperature is greater than 91°F shall be allowed to take up to two (2) additional ten (10) minute breaks, without loss of pay, during the course of the work day to be scheduled at the discretion of the Director or designee.

**ARTICLE 34
PAY PERIOD**

- 34.1 All employees covered by this Agreement shall be paid on a bi-weekly basis.

**ARTICLE 35
MEETING COVERAGE**

- 35.1 The Deputy Town Treasurer, Deputy Tax Collector, Deputy Town Clerk and Deputy Planner may be requested to attend any of the regularly scheduled monthly meetings of the Town Council without additional compensation only if the Town Treasurer/Tax Collector, Town Clerk and/or Planner is absent for cause. However, the above Deputies will be compensated at one and one-half times the financial or administrative aide rate of pay if they are requested to attend any of the above council meetings with the Town Treasurer/Tax Collector, Town Clerk and/or Planner, as applicable or any other meetings on behalf of the Town other than the meetings mentioned above.

**ARTICLE 36
FLEX TIME**

- 36.1 Flex time will be available to bargaining unit members on a case by case basis and at the discretion of the appropriate Department Head.

**ARTICLE 37
OPERATION OF EQUIPMENT**

- 37.1 Employees who are classified as mechanic shall be allowed to drive or haul Town equipment for the purpose of repairs and testing of said equipment.
- 37.2 The Director or designee may assign a mechanic to assume the duties of a Driver-Laborer-Operator under the following situations: (a) an emergency (i.e. snow storm, icy roads, flooding, hurricane, etc.) or (b) on a short-term basis (subject to the provisions of Article 12.2) during normal working hours on projects on an as needed basis (i.e. to fill in due to short staffing because of vacation, illness, etc.). There will be no change to the hourly wage of the mechanic in such a situation.

**ARTICLE 38
STRIKES AND LOCKOUTS**

- 38.1 The Union or the employees will not participate in, engage, cause, call or sanction, directly or indirectly, in any strike, work stoppage or slowdown.

**ARTICLE 39
SAVINGS CLAUSE**

- 39.1 If any portion of this Agreement shall be found to be illegal, such portion shall be re-negotiated by both parties and the remainder of the Agreement shall remain in full force and effect.

**ARTICLE 40
LONGEVITY**

- 40.1 All employees covered by this Agreement shall receive longevity increases according to the following formula:

Completion of five (5) years	5.0%
Completion of ten (10) years	6.0%
Completion of fifteen (15) years	7.0%
Completion of twenty (20) years	8.0%

- 40.2 In case of retirement, death or termination of an employee, said employee or the employee's estate shall receive longevity pro-rated for the months worked since the last anniversary.

**ARTICLE 41
SALARY SCHEDULE**

- 41.1 If an employee is at the maximum grade of his/her classification and bids for a higher job within the bargaining unit, he/she shall suffer no reduction in pay and shall receive the next highest rate of pay in the new classification above the rate he/she was receiving before the bid during the probationary period (pursuant to Section 12.8) for said position. If the employee successfully completes the probationary period he/she shall be assigned to the highest rate of pay in the new classification.
- 41.2 It is agreed that all employees covered by this Agreement shall receive a salary increase as follows:

Effective 7/1/17 – 2%
Effective 1/1/18 – 1.5%
Effective 7/1/18 – 2%
Effective 1/1/19 – 1.5%
Effective 7/1/19 – 2%
Effective 1/1/20 – 1.5%

EFFECTIVE 7/1/17

CLASSIFICATION	0-6 Mos.	6 Mos.-1Yr.	1 Yr.& Over
DPW Operations Foreman	\$28.71	\$29.07	\$29.51
Deputy Town Clerk	\$26.27	\$26.62	\$27.06
Deputy Town Treasurer	\$26.27	\$26.62	\$27.06
Deputy Tax Collector	\$26.27	\$26.62	\$27.06
Deputy Planner	\$26.27	\$26.62	\$27.06
Working Foreman	\$26.27	\$26.62	\$27.06
Sr. Financial Aide	\$25.71	\$26.08	\$26.52
Head Mechanic	\$25.00	\$25.35	\$25.80
Mechanic	\$23.98	\$24.33	\$24.78
Animal Control Officer	\$23.67	\$24.08	\$24.52
Laborer/Driver/Operator	\$23.57	\$23.96	\$24.32
Clerk Typist	\$23.11	\$23.49	\$23.85
Dispatcher	\$23.18	\$23.55	\$23.92
Laborer	\$22.73	\$23.01	\$23.38
Deputy Animal Control Officer	\$22.13	\$22.50	\$22.83
Custodian	\$22.03	\$22.41	\$22.77

	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Admin. Aide	\$21.14	\$21.83	\$22.50	\$23.17	\$23.85
Financial Aide	\$21.14	\$21.83	\$22.50	\$23.17	\$23.85
Field Clerk	\$21.14	\$21.83	\$22.50	\$23.17	\$23.85

Part Time Positions:

Field Clerk	\$19.94
Mini Bus Driver	\$19.94
Admin. Aide	\$18.88
Dispatcher	\$19.94
Financial Aide	\$18.88

EFFECTIVE 1/1/18

CLASSIFICATION	0-6 Mos.	6 Mos.-1Yr.	1 Yr.& Over
DPW Operations Foreman	\$29.14	\$29.51	\$29.95
Deputy Town Clerk	\$26.66	\$27.02	\$27.47
Deputy Town Treasurer	\$26.66	\$27.02	\$27.47
Deputy Tax Collector	\$26.66	\$27.02	\$27.47
Deputy Planner	\$26.66	\$27.02	\$27.47
Working Foreman	\$26.66	\$27.02	\$27.47
Sr. Financial Aide	\$26.10	\$26.47	\$26.92
Head Mechanic	\$25.38	\$25.73	\$26.18
Mechanic	\$24.34	\$24.69	\$25.15
Animal Control Officer	\$24.03	\$24.44	\$24.89
Laborer/Driver/Operator	\$23.93	\$24.32	\$24.68
Clerk Typist	\$23.46	\$23.84	\$24.21
Dispatcher	\$23.53	\$23.91	\$24.28
Laborer	\$23.07	\$23.36	\$23.73
Deputy Animal Control Officer	\$22.47	\$22.84	\$23.17
Custodian	\$22.36	\$22.75	\$23.11

	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Admin. Aide	\$21.46	\$22.16	\$22.84	\$23.52	\$24.21
Financial Aide	\$21.46	\$22.16	\$22.84	\$23.52	\$24.21
Field Clerk	\$21.46	\$22.16	\$22.84	\$23.52	\$24.21

Part Time Positions:

Field Clerk	\$20.24
Mini Bus Driver	\$20.24
Admin. Aide	\$19.16
Dispatcher	\$20.24
Financial Aide	\$19.16

EFFECTIVE 7/1/18

CLASSIFICATION	0-6 Mos.	6 Mos.-1Yr.	1 Yr.& Over
DPW Operations Foreman	\$29.73	\$30.10	\$30.55
Deputy Town Clerk	\$27.19	\$27.56	\$28.02
Deputy Town Treasurer	\$27.19	\$27.56	\$28.02
Deputy Tax Collector	\$27.19	\$27.56	\$28.02
Deputy Planner	\$27.19	\$27.56	\$28.02
Working Foreman	\$27.19	\$27.56	\$28.02
Sr. Financial Aide	\$26.62	\$27.00	\$27.46
Head Mechanic	\$25.88	\$26.24	\$26.71
Mechanic	\$24.83	\$25.19	\$25.65
Animal Control Officer	\$24.51	\$24.93	\$25.39
Laborer/Driver/Operator	\$24.40	\$24.81	\$25.18
Clerk Typist	\$23.93	\$24.32	\$24.69
Dispatcher	\$24.00	\$24.38	\$24.76
Laborer	\$23.53	\$23.82	\$24.20
Deputy Animal Control Officer	\$22.92	\$23.30	\$23.63
Custodian	\$22.81	\$23.20	\$23.57

	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Admin. Aide	\$21.89	\$22.60	\$23.30	\$23.99	\$24.69
Financial Aide	\$21.89	\$22.60	\$23.30	\$23.99	\$24.69
Field Clerk	\$21.89	\$22.60	\$23.30	\$23.99	\$24.69

Part Time Positions:

Field Clerk	\$20.64
Mini Bus Driver	\$20.64
Admin. Aide	\$19.55
Dispatcher	\$20.64
Financial Aide	\$19.55

EFFECTIVE 1/1/19

CLASSIFICATION	0-6 Mos.	6 Mos.-1Yr.	1 Yr.& Over
DPW Operations Foreman	\$30.17	\$30.55	\$31.01
Deputy Town Clerk	\$27.60	\$27.98	\$28.44
Deputy Town Treasurer	\$27.60	\$27.98	\$28.44
Deputy Tax Collector	\$27.60	\$27.98	\$28.44
Deputy Planner	\$27.60	\$27.98	\$28.44
Working Foreman	\$27.60	\$27.98	\$28.44
Sr. Financial Aide	\$27.02	\$27.41	\$27.87
Head Mechanic	\$26.27	\$26.64	\$27.11
Mechanic	\$25.20	\$25.56	\$26.04
Animal Control Officer	\$24.88	\$25.31	\$25.77
Laborer/Driver/Operator	\$24.77	\$25.18	\$25.55
Clerk Typist	\$24.29	\$24.68	\$25.06
Dispatcher	\$24.36	\$24.75	\$25.13
Laborer	\$23.88	\$24.18	\$24.57
Deputy Animal Control Officer	\$23.26	\$23.64	\$23.99
Custodian	\$23.15	\$23.55	\$23.92

	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Admin. Aide	\$22.22	\$22.94	\$23.64	\$24.35	\$25.06
Financial Aide	\$22.22	\$22.94	\$23.64	\$24.35	\$25.06
Field Clerk	\$22.22	\$22.94	\$23.64	\$24.35	\$25.06

Part Time Positions:

Field Clerk	\$20.95
Mini Bus Driver	\$20.95
Admin. Aide	\$19.84
Dispatcher	\$20.95
Financial Aide	\$19.84

EFFECTIVE 7/1/19

CLASSIFICATION	0-6 Mos.	6 Mos.-1Yr.	1 Yr.& Over
DPW Operations Foreman	\$30.78	\$31.16	\$31.63
Deputy Town Clerk	\$28.15	\$28.53	\$29.00
Deputy Town Treasurer	\$28.15	\$28.53	\$29.00
Deputy Tax Collector	\$28.15	\$28.53	\$29.00
Deputy Planner	\$28.15	\$28.53	\$29.00
Working Foreman	\$28.15	\$28.53	\$29.00
Sr. Financial Aide	\$27.56	\$27.96	\$28.43
Head Mechanic	\$26.80	\$27.17	\$27.65
Mechanic	\$25.70	\$26.07	\$26.56
Animal Control Officer	\$25.38	\$25.81	\$26.28
Laborer/Driver/Operator	\$25.27	\$25.68	\$26.06
Clerk Typist	\$24.77	\$25.18	\$25.56
Dispatcher	\$24.85	\$25.24	\$25.64
Laborer	\$24.36	\$24.66	\$25.06
Deputy Animal Control Officer	\$23.72	\$24.12	\$24.47
Custodian	\$23.61	\$24.02	\$24.40

	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Admin. Aide	\$22.66	\$23.40	\$24.12	\$24.84	\$25.56
Financial Aide	\$22.66	\$23.40	\$24.12	\$24.84	\$25.56
Field Clerk	\$22.66	\$23.40	\$24.12	\$24.84	\$25.56

Part Time Positions:

Field Clerk	\$21.37
Mini Bus Driver	\$21.37
Admin. Aide	\$20.24
Dispatcher	\$21.37
Financial Aide	\$20.24

EFFECTIVE 1/1/20

CLASSIFICATION	0-6 Mos.	6 Mos.-1Yr.	1 Yr.& Over
DPW Operations Foreman	\$31.24	\$31.63	\$32.10
Deputy Town Clerk	\$28.57	\$28.96	\$29.44
Deputy Town Treasurer	\$28.57	\$28.96	\$29.44
Deputy Tax Collector	\$28.57	\$28.96	\$29.44
Deputy Planner	\$28.57	\$28.96	\$29.44
Working Foreman	\$28.57	\$28.96	\$29.44
Sr. Financial Aide	\$27.98	\$28.37	\$28.85
Head Mechanic	\$27.20	\$27.58	\$28.06
Mechanic	\$26.09	\$26.47	\$26.95
Animal Control Officer	\$25.76	\$26.20	\$26.68
Laborer/Driver/Operator	\$25.64	\$26.07	\$26.45
Clerk Typist	\$25.15	\$25.56	\$25.94
Dispatcher	\$25.22	\$25.62	\$26.02
Laborer	\$24.72	\$25.03	\$25.43
Deputy Animal Control Officer	\$24.08	\$24.48	\$24.83
Custodian	\$23.97	\$24.38	\$24.77

	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
Admin. Aide	\$23.00	\$23.75	\$24.48	\$25.21	\$25.94
Financial Aide	\$23.00	\$23.75	\$24.48	\$25.21	\$25.94
Field Clerk	\$23.00	\$23.75	\$24.48	\$25.21	\$25.94

Part Time Positions:

Field Clerk	\$21.69
Mini Bus Driver	\$21.69
Admin. Aide	\$20.54
Dispatcher	\$21.69
Financial Aide	\$20.54

ARTICLE 42
EDUCATIONAL OPPORTUNITIES

- 42.1 Employees within the bargaining unit may apply to have the cost of tuition and textbooks reimbursed for approved courses taken which are job related or required textbooks reimbursed for approved courses taken which are job related or required training mandated by the Town of Burrillville.
- 42.2 Such requests must be approved in advance by the department head for whom the employee works.
- 42.3 Reimbursement shall be upon successful completion of the course (s) taken with a grade of 70 or better or a "pass" in a course where there is a "pass/fail" grading system.

ARTICLE 43
PART TIME EMPLOYEES

- 43.1 Part timers will not exceed designated hours unless mutually agreed by the parties.
- 43.2 Unit seniority will be separate for part time and full time employees. Part time employees, upon receiving a full time position, will begin to accrue seniority in the full time position as of the employee's start date in the full time position.
- 43.3 The Town will have the right to create part time positions provided that the part time positions do not replace full time positions and the positions pay at least as much as the then current part time positions. The Town will notify the Union in writing of the position title, hours of work and the pay.
- 43.4 Effective for all new part time employees hired on or after July 1, 1997 the following will be in effect for benefits only:
 - 1. No benefits shall be granted to employees who work an average* of 0-19 hours per week.
 - 2. Employees who work an average* of 20 to 25 hours per week shall not be entitled to health or dental benefits. Longevity will be paid at 50 percent of the amounts specified in Article 40. Sick leave will be 2 days (pro-rated hours) per year. Vacation will be 3 days (pro-rated hours) per year. No additional paid time off will be offered.
 - 3. As defined in Article 41, part time employees shall only be paid the wages set forth for part time employees when working in part time positions.

4. Part time employees who exceed the averages* set forth will only receive prorated sick time and vacation for the period reviewed.

*This average is to be calculated by analyzing the payrolls for two (2) consecutive six month periods, July 1 to December 31st and January to June 30th. Part time employees will not be required to take time off to reduce their six month average during any six month period under evaluation. In relation thereto, it is mutually understood that if an employee does work additional hours over and above their normal workweek, the Town may re-assign that employee back to their normal workweek.

ARTICLE 44 MANAGEMENT RIGHTS

- 44.1 Except as expressly and specifically limited/restricted or agreed to by provision of this Agreement, the Town has and shall retain the full right of management and direction of all employees in the bargaining unit and the Town's operations. Such rights of management include, among things, but not limited to, the right to plan, direct, control, increase, decrease or discontinue, in whole or in part, its operations, to determine the methods of operation, the scheduling of work and the equipment to be used in its operations, and the processes and materials to be used in its operations and the processes and materials to be used in the work.

ARTICLE 45 P.E.O.P.L.E. DEDUCTIONS

- 45.1 Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the employer will deduct from the pay of such employee those P.E.O.P.L.E. contributions authorized by the employee.

ARTICLE 46 PRIVATE TRAFFIC/ROAD DETAILS

- A. Dispatchers who are members in good standing of AFSCME Council 94 Local 186 will be eligible to work road/traffic details on a voluntary basis.
- B. Details offered to dispatchers will be limited to private (non-municipal) traffic control and road construction assignments.
- C. Dispatchers are not sworn police officers and do not have the power of arrest and may not carry any firearm or weapon of any type while working any detail assignment.

- D. Details as described in section B of this Agreement will be offered to dispatchers by the recognized detail officer on rotating basis only after all sworn police officers of F.O.P. Lodge 27 have been offered the same detail.
- E. Dispatchers are required to be trained and certified in traffic control procedures in accordance with standards dictated by the Rhode Island Municipal Police Academy or standards determined by the Chief of Police. Such standards shall be set forth by the Chief in writing. Dispatchers who do not receive the required training will not be eligible for consideration. Dispatchers will receive training on their own time.
- F. Dispatchers will dress in the appropriate uniform of the day as described in the General Orders of the Burrillville Police Department. A brightly colored reflective safety vest will also be worn at all times. Dispatchers will pay the cost of any required uniform.
- G. Dispatchers will be provided liability protection while performing these duties that are equal to the protection provided to police officers performing the same duties. Implementation of this provision is conditional on the Trust or another acceptable insurance company providing liability insurance.
- H. Pay rate for dispatchers performing these duties will be time and one-half (1-1/2) normal base hourly rate. Private details worked on holidays, Saturdays and Sundays will be paid at \$45 per hour.
- J. The Town/Chief has the right to terminate this arrangement at any time at his/her sole discretion.
- K. Individual employees may be denied authorization to work details on a case by case basis at the sole discretion of the Town/Chief.
- L. The Town, at its own discretion, may charge whatever additional fees it deems necessary as associated with all private/non-municipal details.

**ARTICLE 47
TERMINATION OF AGREEMENT**

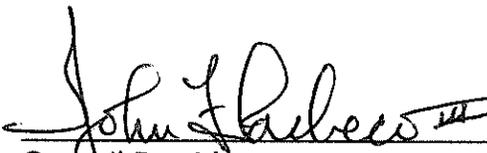
47.1 This Agreement shall become effective on the 1st day of July, 2017 and shall remain in effect through the 30th day of June, 2020. Thereafter, this contract shall be renewed automatically from year to year unless either party gives written notice of their desire to modify or terminate the Agreement at least sixty (60) days prior to March 1, 2020.

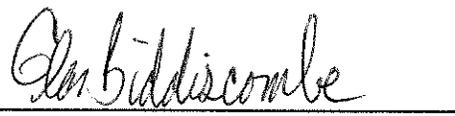
IN WITNESS WHEREOF, the parties have set their hands this 10th day of June, 2017.

R.I. COUNCIL 94, AFSCME
LOCAL 186

TOWN OF BURRILLVILLE


Sr. Staff Representative


Council President


President


Town Manager


Committee


Town Attorney

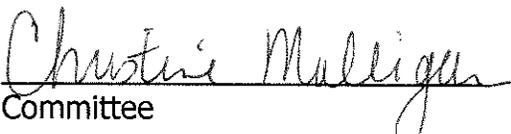

Committee

Exhibit A

Alternative Public Works Construction Season Schedule
June 1 through September 30

Monday - Thursday Schedule - Work Crews (40 hours per week)

Start	Break (1)	Lunch	End
6:30 a.m.	30 minutes paid	30 minutes unpaid	4:00 p.m.

Vacation, sick leave and other time off charged 9 hours - per day

Friday Schedule - Work Crews (40 hours per week)

Start	Break (1)	Lunch	End
6:30 a.m.	15 minutes (on site)	none	10:30 a.m.

Vacation, sick leave and other time off charged 4 hours - per day

Monday - Thursday Schedule - Administrative/Office Staff (37.5 hours per week)

Start	Break(2)	Lunch	End
6:30 a.m.	15 minutes paid	30 minutes unpaid	3:30 p.m.
(or) 7:00 a.m.	15 minutes paid	30 minutes unpaid	4:00 p.m.

Vacation, sick leave and other time off charged 8.5 hours - per day

Friday Schedule - Administrative/Office (37.5 hours per week)

Start	Break(1)	Lunch	End
6:30 a.m.	15 minutes paid	none	10:00 a.m.
(or) 7:00 a.m.	15 minutes paid	none	10:30 a.m.

Vacation, sick leave and other time off charged 3.5 hours - per day

Note: The Town may extend this schedule past September 30 but not later than October 31, if the construction schedule

APPENDIX A



HealthMate
COAST • TO • COAST

Town of Burrillville
HealthMate Coast-to-Coast
Deductible Plan Variation

**Benefit
Summary**

Benefit	Within the BlueCard® PPO Network you pay:	Outside of the BlueCard PPO Network you pay:	Notes
Deductible	\$1,000	\$1,000	Individual plan deductible is \$1,000 per calendar year up to a maximum of two individuals per family. In- and out-of-network deductibles accumulate separately.
Coinsurance percentage	As noted below.	As noted below.	
Out-of-pocket maximum	\$0	\$4,000	Up to a maximum of two individuals per family. Once you exceed this amount, we will pay up to our allowance for most covered services. Deductibles and copayments do not apply to your out-of-pocket maximum. In- and out-of-network out-of-pocket maximums accumulate separately.
<i>Please remember that you are responsible for paying any copayment, coinsurance, and/or deductible to your provider. This is a mandatory requirement when receiving healthcare services. Copayments are due at the time of service. Any coinsurance and/or deductible amounts can be paid at the time of service or within the time frame specified by your provider. Coinsurance and deductible amounts are shown on the explanation of benefits that we send to you after processing your claim. You must pay the provider the total amount shown in the section labeled "Your Responsibility" on the explanation of benefits.</i>			
Preventive Care			
Adult preventive care	\$15	\$15 plus 20% after deductible	Includes one physical exam and one gynecological exam per calendar year.
Pediatric preventive care	\$15	\$15 plus 20% after deductible	
Immunizations	\$15	\$15 plus 20% after deductible	Includes adult and pediatric immunizations. An office visit copayment will apply if the provider bills for the immunization administration in addition to an office visit.
Lab services, machine tests, and X-rays	0% (deductible does not apply)	20% after deductible	Includes pap smears, screening mammograms, and prostate-specific antigen (PSA) tests.
Office Visits			
Personal physician Includes family practitioners, internists, obstetricians, gynecologists, and pediatricians.	\$15	\$15 plus 20% after deductible	
Specialist Includes office visits to all other medical providers who specialize in a certain area of medicine such as oncology, cardiology, ophthalmology, dermatology, etc.	\$15	\$15 plus 20% after deductible	Chiropractic visits are limited to 12 visits per calendar year. Routine eye exams are limited to 1 per calendar year. Mental health visits are limited to 30 per calendar year. Chemical dependency visits are limited to 30 hours per calendar year.
Urgent care center	\$15	\$15 plus 20% after deductible	
Outpatient Services			
Outpatient medical/surgical care (facility and doctor services)	0% after deductible	20% after deductible	Surgery performed in a physician's office or urgent care center is not subject to the deductible.
Obstetrical care	0% after deductible	20% after deductible	Prenatal visits, delivery, and postnatal care. \$15 office visit copayment applies to initial exam.
Lab services, machine tests, and X-rays (diagnostic)	0% (deductible does not apply)	20% after deductible	

continued

continued

Inpatient Services			
Inpatient hospital services, inpatient hospital facility, inpatient mental healthcare, and inpatient chemical dependency services	0% after deductible	20% after deductible	Unlimited days at general or mental health hospital; up to 45 days at a physical rehabilitation hospital. Inpatient care for chemical dependency is limited to 30 days per calendar year.
Inpatient medical/surgical care (doctor services)	0% after deductible	20% after deductible	Unlimited days at general hospitals; up to 45 days per calendar year at specialty hospitals.
Emergency Services			
Emergency room care	\$250	\$250	If emergency room visit results in hospital admission, \$250 copayment is waived. You may be billed an additional specialist copayment if you are seen by a specialist in the emergency room.
Ambulance services	\$50	\$50	Coverage for medically necessary/emergency services. Air and water ambulances are limited to a maximum of \$3,000 per occurrence.
Additional Services			
Prescription drugs	See prescription drug insert for details. Prescription drug copayments and coinsurance do not apply to your out-of-pocket maximum.		
Physical/occupational therapy	0% after deductible (see notes on right)	20% after deductible	With a hospital-based therapist and within 30 days following a hospital stay, homecare program, or ambulatory surgical procedure. Otherwise covered at 80% after deductible.
Durable medical equipment (DME)	20% after deductible	20% after deductible	Must be purchased from a participating DME vendor. Pharmacies are NOT participating in the DME network.
Home and hospice care	0% after deductible	20% after deductible	Includes physician, nurse, and home health aide visits.

This grid provides a general summary of your HealthMate benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, refer to your subscriber agreement or call our Customer Service Department at (401) 459-5000 or 1-800-639-2227 (outside of Rhode Island). If you have any questions about receiving medical care, call your personal physician.

How Your Deductible Works

Your plan features a deductible. The deductible is the amount of covered expenses you must pay per calendar year before we start to pay for covered services.

- Two family members must satisfy the individual deductible. Once the second family member meets their individual deductible, the family deductible is satisfied and any deductible paid by remaining family members will be reimbursed.
- Once the out-of-network deductible is met, the family only needs to pay coinsurance (if applicable) up to the out-of-pocket maximum.

The family out-of-pocket maximum accumulates the same way as the family deductible.

Family Deductible Example

Here's how your family deductible works:

- Member 1 incurs expenses totaling \$1,250. \$1,000 would be used to satisfy the member's individual deductible and \$250 would be paid at 100%.
- Member 2 incurs expenses totaling \$75. That amount is applied to the member's individual deductible.
- Member 3 incurs expenses totaling \$1,500. \$1,000 is used to satisfy the member's individual deductible and \$500 is paid at 100%.
- This also satisfies the family deductible, so the \$75 deductible credit taken on Member 2 is now paid at 100%.



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APPENDIX B

TOWN OF BURRILLVILLE

Product Name: Delta Dental Premier
Plan Type: National Coverage

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. These benefits are listed according to the level of coverage (i.e. 100%, 80%). Your group number is 5885-0091. Coverage for benefits with time limitations (i.e. 6, 12, 24, 36 or 60 months) is calculated to the exact day.

The annual maximum is: \$1,200.00 per member per calendar year
 The annual deductible is: \$0.00
 The maximum lifetime cap: Unlimited

Pretreatment estimates are recommended for underlined procedures.

Plan pays 100%; Member Coinsurance 0%

- Oral exam - once per calendar year performed by a general dentist
- Cleaning - twice per calendar year
- Fluoride treatment - for children under age 19 once per calendar year
- Bitewing x-rays - one set per calendar year
- Complete x-ray series or panoramic film once every 36 months
- Single x-rays as required
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings. Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- Space maintainers once every 60 months for lost deciduous (baby) teeth
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasement or relining of partial or complete dentures once every 60 months
- Crowns over natural teeth, build ups, posts and cores - replacement limited to once every 60 months

Plan pays 50%; Member Coinsurance 50%

- Periodontal maintenance following active therapy - two per year
- Bridges, build ups, posts and cores, crowns over implants - replacement limited to once every 60 months
- Partial and complete dentures - replacement limited to once every 60 months
- Root planing and scaling once per quadrant every 24 months.
- Osseous (bone) surgery once per quadrant every 36 months (bone grafts are not covered).
- Gingivectomies once per site every 36 months.
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per site every 60 months

Orthodontics:

Plan pays 50%; Member Coinsurance 50%

- Braces and related services for dependent children under the age of 19

Lifetime maximum (orthodontics only) is \$1,200.00

Dependent coverage - Dependent children are covered up until the end of the year that they turn age 19.



Delta Dental will not pay for dental plan services when the following conditions exist:

- Services that do not qualify for payment according to our dental treatment guidelines. (These guidelines assist Delta Dental in making determinations as to whether services are covered and whether a particular service is the least costly, clinically acceptable method of prevention, diagnosis or treatment. A service may not qualify for coverage under these guidelines even though it was performed or recommended by a dentist.)
- Any services that are not specifically covered in your group's Certificate of Coverage.
- Services received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trustee or similar person or group.
- An illness or injury that Delta Dental determines is employment related.
- Services you would not be required to pay for if you did not have this Delta Dental coverage.
- Services provided by a dentist who is a member of your immediate family.
- An illness, injury or dental condition for which benefits are, or would have been available, through a government program if you did not have this Delta Dental coverage.
- Services rendered by someone other than a licensed dentist or a licensed hygienist operating as authorized by applicable law.
- Specialty exams.
- Consultations.
- Disorders related to the temporomandibular joint (TMJ), including night guards and surgery.
- Services to increase the height of teeth or restore occlusion.
- Restorations required because of erosion, abrasion or attrition.
- Services meant primarily to change or improve your appearance.
- Occlusal guards.
- Implants.
- Bone grafts.
- Splinting and other services to stabilize teeth.
- Prescription drugs, lab exams or reports.
- Guided tissue regeneration.
- Temporary bridges or crowns.
- Services related to congenital abnormalities.
- General anesthesia/intravenous sedation for nonsurgical extractions, diagnostic, preventive or any restorative services.
- General anesthesia/intravenous sedation administered by anyone other than a dentist.

Delta Dental also reserves the right to adopt and to apply, from time to time, such administrative policies as it deems reasonable in approving the eligibility of subscribers and the appropriateness of treatment plans and related charges.

All claims must be filed within one year of the date of service.