

AGREEMENT  
BETWEEN  
TOWN OF EAST GREENWICH  
and the  
RHODE ISLAND LABORERS' DISTRICT COUNCIL  
on behalf of  
LOCAL UNION 1322  
of the  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO  
DEPT. OF PUBLIC WORKS EMPLOYEES  
JULY 1, 2016 TO JUNE 30, 2019



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**ARTICLE I**  
**UNION RECOGNITION AND SECURITY**

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications and categories of work covered by this Agreement for the purposes of Collective Bargaining as provided by the Rhode Island State Labor Relations Act of 1941, as amended, and so certified after election conducted by the Rhode Island State Labor Relations Board in Case No. EE-3346 in those classifications as follows:

All Employees of the Department of Public Works of the Town of East Greenwich, excluding Employees of the Engineering Division, clerical employees, supervisors, administrative employees, confidential employees, all temporary and seasonal employees, all part-time employees working less than twenty (20) hours per week, and the department director and superintendents.

Section 2. The Employer agrees not to discharge or discriminate in any way against employees because of their membership in lawful Union activities. All employees who, on the effective date of this Agreement, are members of the Union, and all employees who become members thereafter, shall, as a condition of employment maintain their membership in good standing to the extent of paying the periodic dues uniformly required as a condition of Union membership.

Section 3. During the term of this Agreement, every employee in the bargaining unit who is not a member of the Union shall, as a condition of employment, on and after the effective date of this Agreement, pay to the Union a monthly service charge to be determined in accordance with current legal requirements. All employees in the bargaining unit will be notified by the employer of their obligation to pay such dues or initiation fees or service fees after thirty (30) days of employment.

Section 4. The failure of any employee to maintain membership or pay the service charge required of non-members in accordance with the terms of this Agreement shall be considered a ground for dismissal. However, in any case in which the Union requests an employee be terminated for breach of this provision, the Union will execute and deliver to the Town a hold harmless and indemnification Agreement holding the Town free from any expense arising out of legal action brought by an affected employee.

Section 5. The Employer shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the weekly dues of the Union or the service charges provided herein. Such deductions shall be made equally each pay period each month for which they are due and shall be forwarded to the Secretary-Treasurer of the Union monthly, together with a check-off list setting forth the names of the employees and the amount of deduction. The Union will give the employer thirty (30) days notice of any change in the amount of uniform dues to be deducted.

Section 6. The employer agrees to notify the Union in writing within thirty (30) days of hire of all new Public Works employees subject to this Agreement. The employer also agrees to notify the Union within ten (10) days of all terminations of bargaining unit employees.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

Section 1. It is understood and agreed that the employer has the sole right and authority, whether exercised or not, to operate and manage its affairs in all respects except as may have been modified by the express provisions of this Agreement.

Section 2. The rights of the employer through its management officials shall include, but are not limited to, the following:

- (1) The right to determine its mission, policies and to set forth all standards of service offered to the public;
- (2) To plan, direct control and determine the operations or services to be conducted by its employees;
- (3) To determine the methods, means and number of personnel needed to carry out the department's mission;
- (4) To direct the working force, including the right to assign work or overtime;
- (5) To hire and assign or to transfer employees;
- (6) To promote, suspend, discipline or discharge for just cause;
- (7) To layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
- (8) To make, publish and enforce reasonable rules and regulations subject to challenge under the grievance and arbitration provisions of this Agreement;
- (9) To introduce new or improved methods, equipment or facilities;
- (10) To take any and all action as may be necessary to carry out the operations of the employer in situations of civil emergency.

Section 3. The employer agrees it will not exercise its rights in a capricious or arbitrary manner.

### **ARTICLE III**

#### **HOURS OF WORK AND OVERTIME**

Section 1. (a) Except for employees assigned to the sewer plant or transfer station, the regular work week for all employees covered by this

Agreement shall be Monday through Friday, 7:00 a.m. through 3:30 p.m. (summer hours shall be Monday through Friday, 6:00 a.m. through 2:30 p.m. from 6/1 to 8/31 each year), except the employer may schedule different eight (8) hour shifts for street sweeping operations and weed control and those employees who work this different eight (8) hour shift will be paid an additional fifty (\$.50) cents per hour.

(b) Sewer plant and transfer station employees shall work a regular work week of five (5) eight (8) hour days, but on a rotating schedule, which will include Saturdays and Sundays and holidays. Their hours of work shall be as required by waste water treatment plant or transfer station operations. An employee filling a Saturday vacancy at the transfer station will be paid overtime in accordance with the contract.

(c) Each employee's workday shall include a one-half hour unpaid lunch period to be taken at the job location.

(d) Non-alcoholic beverages shall be made available to employees at the job location, at their expense, at the start of their lunch breaks, by the foreman or by an employee at the foreman's discretion, which employee shall not lose any of his own lunch time in obtaining beverages.

(e) The employer shall allow two (2) fifteen minute on-the-job coffee breaks, one before and one after the lunch break for each shift on each workday. Such coffee breaks shall be assigned by the respective department or division heads.

(f) For the purpose of training, the town may assign employees in an acting assignment to a higher competitive classification up to eighty (80) consecutive hours without commensurate rate of pay for that classification. If an employee has a special skill or trade, he may be used in that skill or trade without additional compensation.

(g) In the event of a shift change, the employer shall provide seventy-two (72) hours advance notice of the shift change to the employee, to the extent possible.

Section 2. (a) Overtime. Time and one-half shall be paid in wages for all work in excess of the regular eight (8) hour workday or forty (40) hour work week for all employees covered by this Agreement. In addition to holiday pay, time and one-half shall be paid in wages for all work performed by the employees covered by this Agreement on Saturdays, Sundays and holidays except for sewer plant and transfer station employees who are covered by a different provision of this Agreement. All vacation days, sick days, and holidays shall be considered as hours worked in the computation of overtime pay.

Whenever an employee is requested to work overtime, that employee shall be entitled to a one-half hour break after each five (5) hour period of overtime worked.

During each such break, employees shall be allowed to leave the job location, providing they receive the prior approval of their foreman as to where they can be reached during the break. If such approval is not granted, non-alcoholic beverages and sandwiches shall be made available to employees at the job location at their expense at the start of the break by the foreman or an employee at the foreman's direction, which employee shall not lose any of his own break time in obtaining such beverages and sandwiches.

When an employee works more than twelve (12) hours overtime for snow removal, after having worked their regular shift before the twelve (12) hours of overtime, the employee shall be paid double time in wages for additional, consecutive hours worked on snow removal beyond twelve (12) hours of regular overtime pay.

## ARTICLE IV

### JOB TITLES, WAGES AND RATES

Section 1. Employees shall receive a 2 percent increase in wages retroactive to July 1, 2016 for the period of July 1, 2016 to June 30, 2017; an increase in wages of 2 percent for the period of July 1, 2017 to June 30, 2018; and an increase in wages of 2 percent for the period of July 1, 2018 to June 30, 2019. See Schedule A.

Section 2. CDL License: The rate of additional \$ .25 per hour shall be paid per hour over and above the basic wage rate referred to in Schedule A and commence effective July 1, 2017.

## ARTICLE V

### SENIORITY AND PROMOTIONS

Section 1. Decision. Seniority shall be defined as the total length of service with the employer. Seniority shall apply for purposes of layoff, recall, transfers, vacation preference and promotions as outlined under Article XV. Seniority shall be acquired by a full-time employee after completion of six (6) months probationers period, at which time seniority shall be retroactive to the first day of employment.

Union stewards shall be considered senior in service in their respective departments for layoff purposes only, however, during the term of this Agreement, the Union shall appoint not more than one (1) steward.

Section 2. Accumulation. Seniority shall accumulate during absence because of Illness, injury, vacation or other authorized leave.

Section 3. Break in Seniority. Seniority shall be considered broken when an employee has been discharged or suspended for just cause. Seniority will not accrue while an employee is out of work in excess of thirty (30) days for a non-job related injury, leave of absence or personal leave of absence in excess of thirty (30) days.

Section 4. In the department, seniority shall be recognized and applied on the following basis with respect to:

(1) Overtime. Overtime will be assigned in accordance with the following procedures:

(a) Unscheduled. During the normal work day, if it appears that a job task will require overtime, those employees assigned to that task will have preferred rights to continue the task. Any vacancies will be filled by job title and ability to continue the task.

(b) Unscheduled Call Back Roster. The employer will maintain a call back duty roster for all employees qualified by the Town to respond to emergency calls. The employee will be assigned to call back duty on a weekly basis Monday afternoon at 3:30 p.m. to the following Monday at 7:00 a.m. The list will rotate to each qualified employee. If the employee assigned for call back duty cannot respond, the Town reserves the right to call any employee to respond to an emergency.

(c) Unscheduled Winter Storms. The Town will call each employee taking into consideration the type of storm, expected duration, special equipment required, and manpower assigned to the special equipment.

(d) Scheduled overtime. The Town will post a notice of scheduled overtime, the date, number of people required and the task. Employees can request overtime based on skills and classification.

The Town has the right to require overtime work. However, before an employee is required to work overtime, the Town will make reasonable effort to obtain

qualified volunteers for the required work. If no volunteers are available, employees may be assigned to work the required overtime.

Section 5. Reduction in work force shall be by department based upon seniority and qualifications needed to fulfill the work objectives of the department.

Section 6. Choice of time for vacation. However, a senior man may reject the benefits at his discretion without the need for any explanation of his part. Further, in the event that an employee shall reject the benefit, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail. The Town reserves the right to limit the total number of men on vacation status to 20% of the bargaining unit.

Section 7. The employer shall establish a seniority list for all employees of the Bargaining Unit. The list shall be made available to the Secretary of the Union. If the Union disagrees with the seniority list, it shall be called to the attention of the Town within ten (10) days of receipt by the Union.

Section 8. Residence. Assuming equal qualifications and seniority, persons residing within the corporate limits of the Town of East Greenwich will be given preference in promotions. All employees shall be required, as a part of their working agreement, to furnish to their department head any change in address, to be filed as a part of the personnel record of said employee. The same shall be forwarded to the Town Treasurer and Town Manager.

In the event that two or more employees shall have equal seniority for the purpose of this contract, seniority shall be determined as follows:

(a) If a position held by such employee was obtained by competitive examination, the individual who scored the highest on the exam would be deemed to be the most senior man.

(b) If the position held by such employee was not obtained by competitive examination, seniority will be determined by a coin toss.

Section 9. Probation Period. Every person appointed to a permanent position in the service of the Town shall be required to complete a probation period of six (6) months.

The department head shall use the probation period to closely observe and evaluate the work of all employees newly employed and to encourage their effective adjustment to the job, and the service of the Town. Department heads shall retain only those employees who meet an acceptable standard during the probationary period.

A new employee shall be dismissed without recourse to appeal rights at any time during the probation period when in the judgment of the department, division head or supervisor, the quality of his or her work is not such as to merit continuation in the service and such dismissal is approved by the Town Manager.

When a probationary employee is found to be physically unfit for performance of the duties of the position which they seek to hold, or is addicted to the habitual use of narcotics or intoxicating beverages, or has an unsatisfactory previous employment record, or has failed to submit pertinent information requested by the Town Council, Town Manager, or Personnel Board, or has practiced fraud or deception in obtaining this employment, or made false statements in their application, the department head shall recommend to the Town Manager termination of their employment after such findings.

**ARTICLE VI**  
**HOLIDAYS**

Section 1. All employees covered by this Agreement shall be paid the regular rate of pay for each of the following holidays:

New Year's Day	Washington's Birthday
Independence Day	Memorial Day
Labor Day	Victory Day
Thanksgiving Day	Veterans Day
Columbus Day	Christmas Day
Martin Luther King, Jr. Day	Day after Thanksgiving Day

Section 2. When any authorized holiday falls on a Sunday, the following business day shall be considered the holiday. When any authorized holiday falls on a Saturday, either the preceding or following business day shall be considered the holiday. The Department Head making such determination shall do so to insure that the department shall be adequately staffed on both days.

Section 3. All employees shall receive a normal day's pay on authorized holidays, and in the event that any employee is required to work on any authorized holiday, such employee shall receive in addition to his regular or normal day's pay time and one-half for all hours worked on such holiday, other than sewer plant and transfer station employees.

Section 4. Each employee shall be entitled to two (2) days of personal leave each contract year with pay. Personal leave shall not accumulate from contract year to contract year. Effective July 1, 2016 each employee shall be entitled to one (1) additional personal day with pay.

**ARTICLE VII**  
**VACATIONS**

Section 1. Employees who have completed one (1) year of service are eligible for vacation leave days with pay based upon the following schedule and under the following rules and definitions:

<u>(a) Schedule</u>	<u>Earned</u>
<u>Years of Service Completed</u>	<u>Vacation Time</u>
(1) Employed 1 year, but less than 5 years	10 days
(2) Employed 5 years, but less than 10 year	15 days
(3) Employed 10 years or more	20 days

(b) Rules and Definitions

(1) Vacation time. After the first full year of employment, the employee is required to take vacation time due during the calendar year, except, that an employee may accumulate up to ten (10) days of vacations to be carried over into the succeeding year. This accumulated vacation period may be joined with a current year vacation period to permit a total vacation period of up to twenty (20) consecutive working days. However, such extended period must be with prior approval of the Department Head, requested in writing not less than six (6) months prior to the beginning of the proposed extended vacation period and not more than one member of the department may be on an extended period at one time. This extended vacation is subject to the needs of the Department.

(2) Vacation leave days are calculated on the employee's regularly scheduled base hours.

(3) No vacation leave shall be granted for a period exceeding fifteen (15) consecutive full workings days, except as set forth in (b)( 1) above.

(4) Termination of Employment.

- (a) Termination of employment prior to a full year of service does not ensure the employee to any paid vacation,
- (b) Final payment of as accrued vacation pay must be approved by the Department Head and Town Manager.
- (5) Vacation dates shall be scheduled with the approval of the Department Head.

## **ARTICLE VIII**

### **SICK LEAVE**

Section 1. Sick leave shall be for the purpose of permitting an employee to be relieved of his duties during actual illness and shall not be used under any other circumstances (i.e. routine doctor or dentist appointments). Employees who use their sick leave without just cause as it is earned, or who fail to accumulate it, may be dismissed from the service. A department head may require of an employee a signed statement from a licensed physician attesting to any illness of such employee from which sick leave is used after the employee has been absent from work due to an illness for three (3) consecutive working days in any one workweek. In the opinion of the employer, if sick leave is being abused by the employee, the three (3) day rule may be waived.

Section 2. All members of the bargaining unit shall receive sick leave at the rate of one and one-quarter (1-1/4) days per month or fifteen (15) days a year, which they can accumulate to a maximum of sixty (60) days effective July 1, 1996. When an employee dies or retires, the employer will pay to the employee or their estate, as the case may be, within six (6) months of the date of death or retirement, all unused accumulated sick leave credited to such employee on the date of death or retirement, but not in excess of forty-five (45) working days.

On separation from the service of the Town, no employee, with the exception of

those who are eligible for retirement or die in the service of the Town, shall receive any pay for any accumulated sick leave.

Section 3. The Town will take those steps necessary to enable members of the unit to be covered by State of Rhode Island Temporary Disability Insurance at their own expense.

Section 4. Bereavement Leave. (a) In the case of the death of a father, mother, wife, husband, significant other, son or daughter, brother or sister of an employee, such employee shall be entitled to leave of absence with pay, from the time of notification of the death to and including the day following the burial of the deceased, not to exceed five (5) days, except in cases where unusual travel distances exist, proper travel time will be taken into consideration by the Town Manager. (b) In the case of the death of other relationships, i.e., grandmother, grandfather, nephew, niece, uncle, aunt, mother-in-law, father-in-law, such employee shall be entitled to a leave of absence with pay, the day of the funeral. (c) Bereavement leave on the basis of exceptional circumstances shall be handled on an individual basis by the Town Manager and such employee requesting leave.

## **ARTICLE IX**

### **LEAVE OF ABSENCE**

The Department Head may grant a regular employee a leave of absence without pay for a period not to exceed one (1) year. No leave without pay shall be granted except upon written request of the employee and whenever granted, such leave shall be in writing. Upon expiration of a regularly approved leave without pay, the employee shall return to work in a paid position equal to the one held when leave was granted. Failure on the part of the employee on leave to report promptly at its expiration without good cause shall be considered a resignation.

## **ARTICLE X**

### **JURY LEAVE AND MILITARY LEAVE**

Section 1. Regular full time employees shall be granted leaves of absence for jury duty requiring presence at court or if subpoenaed to appear before a court or government commission by representatives of the Town. Such employees shall receive that portion of their regular salary which will together with either jury duty fees or subpoena fees equal their total salary for the same period. This provision is not intended to apply to any instance in which the employee or employees their Union is engaged in an action against the Town or any Town officials.

Section 2. Any regular full time employee who may be a member of the stand-by reserve or ready reserve of any branch of the armed forces and who may be required to perform military duties for a period of ten (10) days or less in any one fiscal year at a time while so employed by the Town, shall receive the difference between his regular salary paid by the employer and the compensation paid by either the State or Federal government during the performance of his military service in any one fiscal year.

## **ARTICLE XI**

### **UNION BUSINESS**

Section 1. Union representatives, other than employees of the Town, shall be permitted to visit employees upon reasonable prior notice so long as no disruption of work results.

Section 2. The Union shall furnish the employer and appropriate department head with the name of a designated steward and shall, as soon as possible, notify appropriate Town officials of any changes thereto. Only those who are officers or stewards shall be recognized by the employer for the purpose of meetings unless otherwise authorized by the Town Manger or his designee. The

Union shall be represented by the International representatives, representatives of the Rhode Island Laborers' District Council and/or counsel.

Section 3. There shall be no deduction of pay from a grievant or steward for time spent directly involved with meetings with management during working hours.

## ARTICLE XII

### HEALTH AND WELFARE

Section 1. Health Insurance. For fiscal year 2013, the Town agrees to provide health insurance according to the HealthMate Coast to Coast Coinsurance Plan 500 DED 100/80 VAR 15.15.15.75 with all current co-pays in effect. Effective July 1, 2013 the Town of East Greenwich agrees to carry and pay for accidental health insurance policy covering each regular member of the DPW and his or her family by providing coverage in an amount no less than that provided by Blue Cross Blue Solutions for HSA \$2000/\$4000 or Blue Cross HealthMate HDHP for HRA \$2000/\$4000. A copy of said benefits is attached hereto as Exhibit A.

Medical coverage for current members of the DPW who may retire in accordance with the Retirement Act prior to age 65 will be provided either of the two HDHP plans.

Upon reaching age 65 or the age which qualifies for Medicare benefits, the Town agrees to pay for Blue Cross Blue Shield Plan 65 for the retiree.

Effective for individuals retiring after 7-1-93 with their existing plan, the Town's obligation to provide health care coverage for a retiree shall continue until the retiree or his/her spouse is enjoying accident and health care coverage from another employer. If the accident and health care coverage enjoyed from the new employer provides coverage in an amount less than that provided by the Town

plan, the Town shall pay to the accident health care provider the additional premium required to provide medical benefits not less than provided by the Town plan. If the accident and health care program enjoyed from the new employer of the retiree or his/her spouse ceases to be provided at any time before the retiree becomes eligible for Medicare, then the Town's obligation to pay for accident and health care coverage as aforesaid shall resume.

Effective for individuals retiring after 7-1-93, each year, employees who are on pension shall be required to sign an affidavit as to any medical coverage they or their spouse may have. Such affidavit shall be in a form approved by the Town and shall be submitted to the Finance Director no later than June 1 of each contract year. Should the retiree fail to file the affidavit with the Finance Director in a timely fashion after receiving 30 days written notice from the Town by certified mail, return receipt requested, the Town shall be relieved of its obligation to provide continued health care coverage hereunder for the contract year.

Effective July 1, 2013, the following below listed changes shall take effect which include changes in co-pay amounts and the participation in the Health Saving Account (HSA) which shall include the below listed negotiated terms.

### **Health Saving Account (HSA)**

In addition to the health insurance benefits in effect including the Coast to Coast PPO Plan, as well as those benefits described in Exhibit A attached hereto, the following terms and conditions shall apply to all regular members who currently are paying a 20% co-pay presently.

1. Employees with a family or individual health insurance plan shall pay, by payroll deduction, a pre-taxed 20% co-pay for the 2012-2013 contract year. Employees who are currently not paying a co-pay will continue not paying for the 2012-2013 contract year.
2. Effective July 1, 2013 the Town of East Greenwich and the Union agree to participate in a Health Saving Account ("HSA") Blue Cross HealthMate Coast to Coast PPO HDHPlan with the following terms. The below listed co-pays are for those employees who currently are paying a 20% co-pay and not for those employees who currently have no co-pay.

a) Family HSA: This HSA Blue Cross HealthMate Coast to Coast PPO HDHPlan shall include a \$4,000 annual deductible, of which the Town contributes 50% of deductible (\$2,000) on behalf of the member to a member's private HSA. The Town further agrees to front load the employee's portion of the deductible (\$2,000) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$2,000 per year for the family medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the Plan covers 100% of medical expenses as delineated in Attachment A.

b) Individual HSA: This HSA Blue Cross HealthMate Coast to Coast PPO HDHPlan shall include a \$2,000 annual deductible, of which the Town contributes 50% of deductible (\$1,000) on behalf of the member to a member's private HSA. The Town further agrees to front load the employee's portion of the deductible (\$1,000) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$1,000 per year for

the individual medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the Plan covers 100% of medical expenses as delineated in Attachment A.

- c) Effective FY-13, for those employees not selecting the HSA Plan and subscribing to the HDHP for the HRA \$2000/\$4000 plan, the Town will self-insure the first 50% of the deductible with the balance being the responsibility of the member.
- d) Any employee leaving within five months of the beginning of the fiscal year shall have any remaining co-pay not repaid, deducted from his last payroll/vacation/sick check.

3. Effective July 1, 2013, employees who currently have no co-pay shall start paying a co-pay based upon the following schedule:

2013-2014 HSA/HRA Family Plan Co-pay	2013-2014 HSA/HRA Individual Plan Co-pay
\$1,040.00 per year toward deductible	\$520.00 per year toward deductible
2014-2015 HSA/HRA Family Plan Co-pay	2014-2015 HSA/HRA Individual Plan Co-pay
\$1,500.00 per year toward deductible	\$750.00 per year toward deductible

2. The employer shall furnish dental insurance coverage in an amount not less than that provided by Delta Dental Level IV family coverage for all employees in the Bargaining Unit.
3. Upon retirement at age 65, each employee, at Town expense, will receive the Blue Cross/Blue Shield Plan 65, provided such employee has a minimum of ten (10) years service with the Town. In the event that the Town no longer subscribes to Blue Cross, it may substitute at its sole expense, the current contractual health care coverage offered employees of this bargaining unit.
4. For the employees retiring before age 65, the Town will pay 3.3% for each year of Town service toward the cost of the Town's current standard health insurance plan, provided such employee has a minimum of ten (10) years service with the Town. No employee will receive such benefits until he or she has reached the minimum retirement age of 58 or any age after thirty (30) years of service. Effective for individuals retiring after 7/ 1/93, the Town's obligation to provide the above health care coverage for a retiree shall continue until the retiree or his/her spouse is enjoying accident and health care coverage from another employer. If the accident and health care coverage enjoyed from the new employer provides coverage in an amount less than that provided by the Town plan, the Town shall pay an amount not to exceed that provided in the first paragraph of this Section 4 to the accident and health care provider so it may provide medical benefits not less than provided by the Town plan. If the accident and health care program enjoyed from the new employer of the retiree or his/her spouse ceases to be provided at any time before the retiree becomes eligible for Medicare, then the Town's obligation to pay for accident and health care coverage as aforesaid shall resume.

Effective for individuals retiring after 7/1/93, each year, employees who are on pension shall be required to sign an affidavit as to any other medical coverage they or their spouse may have. Such affidavit shall be in a form approved by the Town and shall be submitted to the Finance Director no later than June 1 of each contract year. Should the retiree fail to file the affidavit with the Finance Director in a timely fashion after receiving 30 days written notice from the Town by certified mail, return receipt requested, the Town shall be relieved of its obligation to provide continued health care coverage hereunder for the contract year.

4. The employer shall furnish group term life insurance in the amount of \$40,000.

### **ARTICLE XIII**

#### **GRIEVANCE AND ARBITRATION PROCEDURE**

Step 1. An employee with a grievance shall present said grievance within five (5) days of learning of the occurrence or from such time as he should have been aware of the occurrence to his steward who shall present such grievance verbally to the Wastewater Superintendent, Highway Superintendent, or Parks and Recreation Director, as appropriate, before the close of the fifth (5th) business day thereafter.

Step 2. In the event the grievance is not satisfactorily adjusted to in Step 1, the Union shall, within two (2) business days thereafter, present such grievance in writing to the Director of Public Works or Parks and Recreation Director, as appropriate, who shall respond within two (2) days in writing, otherwise the grievance shall automatically proceed to Step 3.

Step 3. If unable to reach a satisfactory adjustment, the union shall submit the grievance in writing to the Town Manager within five (5) working days of the

completion of Step 2. A response to the Union by the Town Manager shall be in writing within five (5) working days after submission. The parties may waive the above time limits by mutual agreement.

Section 2. Arbitration. A grievance which was not resolved under the grievance procedure may be submitted by the Union or the Town to arbitration within thirty (30) days. The selection of the arbitrator and the conduct of the proceedings shall be governed by the voluntary labor arbitration rules of the American Arbitration Association or such other agency as may be mutually agreed upon. The decision of the arbitrator shall be final and binding upon the parties to all matters. The expenses of the arbitration shall be borne equally by the parties, the employer and the Union agree to apply the decision of the arbitration to subsequent substantially similar situations.

Section 3. Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it, nor its members, will engage in a strike, nor will the employer lock-out its employees over any matter which is the subject matter of this Agreement.

## **ARTICLE XIV**

### **PROTECTIVE CLOTHING, BULLETIN BOARDS AND SAFETY**

Section 1. Rain Gear. Any employee working during inclement weather will be supplied with adequate protective clothing at the Town's expense and whenever any employee is without protective clothing on a job and inclement weather occurs, he will be allowed to procure the same.

Section 2. The Town shall pay to each employee \$1,000.00 on July 1, 2016 and \$1000.00 on each subsequent July 1 thereafter for the term of this Agreement which must be used to obtain and maintain work clothes and work shoes.

Section 3. The Town agrees to provide at no cost to the employees of the Sewer Treatment Division and the Sewer Maintenance such inoculations as are reasonably necessary to protect said employees from illness which might arise as a result of their normal Town employment.

Section 4. The Town agrees to provide an appropriate location where notices of Union business may be posted by the Union.

## ARTICLE XV

### FILLING OF PROMOTIONAL VACANCIES

Section 1. Definition. A promotional vacancy shall be a vacancy in any position above laborer within the bargaining unit.

Section 2. The employer agrees to fill all promotional vacancies from the best qualified within the bargaining unit, subject to the provisions of Section 3 below and the needs of the department.

Section 3. The employer agrees that the first consideration will be given to filling all promotional vacancies from within the department where the vacancies exist. Notice of a vacancy shall be posted for a period of three (3) working days on appropriate Town bulletin boards.

(a) Any employee who has completed his probationary period, who is interested in filling the vacancy in his department, shall apply in writing to the department head within seven (7) working days after said notice has been posted.

(b) The vacancy shall be filled on the basis of qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor. Should a question arise out of the decision made by the employer on the question of ability, this shall constitute a grievance and be subject to the grievance and arbitration procedure included in this Agreement.

Section 4. The successful bidder shall have a trial period of thirty (30) days, and if he is not deemed qualified for the position, he shall be restored to his former job and the position shall be re-bid. An employee who has successfully bid into a position and returned to his former job shall be ineligible to bid a new position for a period of one (1) year.

**ARTICLE XVI**  
**CALL BACK PAY**

Employees called back during emergencies shall be compensated for a minimum of four (4) hours overtime pay, if they have worked that day.

**ARTICLE XVII**  
**INJURIES AND ILLNESS**

Section 1. The Town agrees to be bound by the provisions of the Workers' Compensation Act, section 28-30-1 et seq. of the General Laws of the State of Rhode Island as amended and agrees further that benefits accruing to an employee under the Workers' Compensation Act shall be supplemented by such employee's accrued sick leave in order to insure that such employee shall continue to receive his full compensation until such employee has exhausted all the sick leave to which he is entitled. An employee receiving Workers' Compensation benefits may be assigned light duty anywhere within Town government with appropriate medical clearance.

**ARTICLE XVIII**  
**LEGAL SERVICE FUND**

In order to provide employees and their dependents with assistance in defraying their cost of legal counsel, the employer agrees to contribute \$.12 per hour for each hour worked by each employee covered by this Agreement to the "RHODE

**ISLAND PUBLIC SERVICE EMPLOYEES' LEGAL SERVICE FUND”**

established by a declaration of Trust dated September 20, 1974. Said Fund shall be administered by a board of trustees selected by the Union.

(a) Said contributions shall be paid to such fund not later than the twentieth (20<sup>th</sup>) of each month and every month for the hours worked by said employees up to the end of the last completed payroll period for the preceding calendar month.

(b) It is agreed and understood that the benefits provided by this fund may not be used to reimburse, supplement or pay in any way in whole or in part for any action brought by a member of this Plan against the Town, its officers or its employees. Further, it is agreed and understood that such benefits may not be used on behalf of an employee in any matter in which the Town, its officers or employees are parties.

**ARTICLE XIX**

**CHANGES OR AMENDMENTS**

Section 1. It is hereby agreed that this Agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement except by mutual consent in writing of the parties hereto.

**ARTICLE XX**

**LONGEVITY PAY**

Section 1. Regular members of the bargaining unit hired prior to June 30, 2012, shall receive longevity pay based upon the terms of service in the employ of the Town as follows. Percentages are based on base salary only:

SERVICE

1.	3-5 years	3%
2.	6-10 years	4%
3.	11-15 years	4.5%
4.	16-20 years	5%
5.	21-25 years	5.5%
6.	26 plus years	6%

Employees hired after June 30, 2012 shall be paid longevity in accord with the following schedule:

<u>Years of service</u>	<u>Longevity Pay</u>
Upon completion of 5 years	\$800
Upon completion of 9 years	\$1000
Upon completion of 12 years	\$1200
13-20 years	\$1600
21 years	\$2000

Longevity pay shall be disbursed on the first pay period of December.

**ARTICLE XXI**

**LIUNA PENSION FUND**

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund and;

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedules and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. The current contribution rate to the Pension Fund of Fifty-Eight (.58 ¢) cents per hour shall be increased by 10% to the rate of Sixty-Four (.64¢) Cents per hour effective January 1, 2016. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the nearest penny).
2. The current contribution rate to the Pension Fund of Sixty-Four (.64 ¢) cents per hour shall be increased by 10% to the rate of Seventy-One (.71¢) Cents per hour effective January 1, 2017. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the nearest penny).
3. The current contribution rate to the Pension Fund of Seventy-One (.71 ¢) cents per hour shall be increased by 10% to the rate of Seventy-Nine (.79¢) Cents per hour effective January 1, 2018. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the nearest penny).
4. The parties further agree that during the term of this Agreement such additional contribution by the Employer shall constitute its entire financial obligation to the Pension Fund and nothing in this Agreement or the Addendum to this Agreement is meant to bind the Employer to increase its contribution at the expiration of this contract beyond that which will be negotiated by the parties at that time.
5. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension's Fund current plan of benefits for the group will remain unchanged with the following exceptions:
  - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
  - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner

under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$ 5,000 or less and for the Fund's \$5,000 death benefit.

- (c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

6. The Plan as a whole is deemed to be a part of the Preferred Schedule.

Said sum will be paid into the fund not later the 20<sup>th</sup> day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. For the purposes of this Article, each day paid for, including days of paid vacation, paid holidays and other days on which pay is received in accordance with the collective bargaining agreement, shall be counted as days for which contributions are payable.

The Laborers' International Union of North America National Pension Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Code.

## **ARTICLE XXII**

### **MUNICIPAL RETIREMENT SYSTEM**

All eligible employees covered by this Agreement shall participate in the Rhode Island Municipal Employees Retirement System. The Town will provide the Cost of Living Adjustment, Plan C, in accordance with Rhode Island General Laws 45-21-52 for eligible employees who retire on or after January 1, 2003.

## **ARTICLE XXIII**

### **PART-TIME EMPLOYEES**

As of the signing of this Agreement, part-time employees shall be accreted into the bargaining unit in accordance with State law. Their benefits will be pro-rated based on their average weekly work schedule. Part-time employees whose average weekly work schedule is less than 25 hours will work a flexible work schedule established by the Town Manager.

**ARTICLE XXIV**  
**DURATION OF AGREEMENT**

The provisions of this Agreement will be effective July 1, 2016 and will continue in force and effect until June 30, 2019, and shall be automatically renewed thereafter, from year to year, unless notice of termination or a desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before expiration date.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by their duly authorized representative ON THE 10<sup>th</sup> DAY OF November, 2016.

TOWN OF EAST GREENWICH

By:   
Thomas E. Coyle, III  
Town Manager

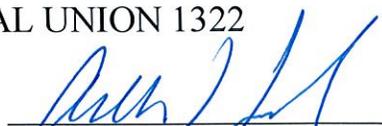
RHODE ISLAND LABORERS'  
DISTRICT COUNCIL OF THE  
LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA  
ON BEHALF OF LU 1322

By:   
Michael F. Sabitoni  
Business Manager

ATTESTED TO:

By:   
Peter A. Clarkin  
Town Solicitor

LOCAL UNION 1322

By:   
Arthur Jordan  
Business Manager

Schedule A

Town of East Greenwich  
Department of Public Works

Fiscal Year	Position	Step 1	Step 2	Step 3	Step 4	% Increase
2016-2017	Foreman					2.0%
	Automotive Mechanic					
	Equipment Operator					
	Truck Driver					
	Building Custodian					
	Laborer					
2017-2018	Foreman					2.0%
	Automotive Mechanic					
	Equipment Operator					
	Truck Driver					
	Building Custodian					
	Laborer					
2018-2019	Foreman					2.0%
	Automotive Mechanic					
	Equipment Operator					
	Truck Driver					
	Building Custodian					
	Laborer					