

**AGREEMENT**

**TOWN OF MIDDLETOWN, RHODE ISLAND**

**AND**

**TEAMSTERS LOCAL UNION NO. 251**

**PUBLIC WORKS DEPARTMENT**

**JULY 1, 2014 TO JUNE 30, 2017**

**TABLE OF CONTENTS**

AGREEMENT ..... 4

PRINCIPLES ..... 4

ARTICLE I. RIGHTS OF MANAGEMENT ..... 4

ARTICLE II. UNION RECOGNITION AND SECURITY ..... 4

    Section 1..... 4

    Section 2..... 5

    Section 3..... 5

    Section 4..... 5

    Section 5..... 5

    Section 6..... 6

ARTICLE III. HOURS OF WORK AND OVERTIME ..... 6

    Section 1..... 6

    Section 2. OVERTIME ..... 6

    Section 3. JOB CLASSIFICATIONS ..... 7

ARTICLE IV. WAGES ..... 7

    Section 1. SALARY ..... 7

    Section 2. LONGEVITY PAY ..... 8

    Section 3. DIRECT DEPOSIT ..... 8

ARTICLE V. SENIORITY AND PROMOTION ..... 8

    Section 1. DEFINITION..... 8

    Section 2. ACCUMULATION ..... 9

    Section 3..... 9

    Section 4. BREAK IN SENIORITY..... 9

    Section 5..... 9

    Section 6. SENIORITY LIST ..... 10

    Section 7. PROMOTION AND TRANSFER..... 10

ARTICLE VI. HOLIDAYS ..... 10

    Section 1..... 10

    Section 2..... 11

    Section 3..... 11

    Section 4. SKELETON CREW ..... 11

ARTICLE VII. ANNUAL LEAVE ..... 11

ARTICLE VIII. SICK, BEREAVEMENT AND PERSONAL LEAVE ..... 12

    Section 1..... 12

    Section 2..... 12

    Section 3..... 12

    Section 4..... 12

    Section 5..... 12

    Section 6..... 13

    Section 7..... 13

    Section 8..... 13

ARTICLE IX. LEAVE OF ABSENCE WITHOUT PAY ..... 13

ARTICLE X. JURY DUTY & MILITARY LEAVE ..... 14

    Section 1..... 14

    Section 2. MILITARY LEAVE ..... 14

ARTICLE XI. SPECIAL TIME OFF .....	14
Section 1.....	14
Section 2.....	14
Section 3.....	14
Section 4.....	14
ARTICLE XII. HEALTH AND WELFARE.....	15
Section 1.....	15
Section 2. Dental Benefits.....	15
Section 3. Retirees .....	15
Section 4. Co-payment.....	16
Section 5. Alternate Coverage .....	16
Section 6. Temporary Disability Insurance .....	17
ARTICLE XIII. RETIREMENT .....	17
Section 1.....	17
Section 2.....	17
Section 3.....	17
Section 4.....	17
Section 5.....	18
Section 6.....	18
ARTICLE XIV. GRIEVANCE & ARBITRATION PROCEDURE .....	18
Section 1. Grievance.....	18
Section 2.....	19
Section 3.....	19
Section 4.....	19
ARTICLE XV. PROTECTIVE CLOTHING, BULLETIN BOARDS & SAFETY .....	19
Section 1.....	19
Section 2.....	20
Section 3.....	20
Section 4.....	20
Section 5.....	20
ARTICLE XVI. INCLEMENT WEATHER.....	20
ARTICLE XVII. CALL BACK PAY.....	21
Section 1.....	21
Section 2.....	21
Section 3.....	21
ARTICLE XVIII. MISCELLANEOUS.....	21
Section 1.....	21
Section 2.....	21
Section 3.....	21
ARTICLE XIX. SEVERABILITY.....	22
ARTICLE XX. CHANGES OR AMENDMENTS .....	22
ARTICLE XXI. DISCHARGES .....	22
ARTICLE XXII. COMPLETE AGREEMENT .....	22
SALARY SCALE DETAIL - DPW – FY15-FY17.....	23
ATTACHMENT A.....	25
ARTICLE XXIII. DURATION OF AGREEMENT .....	26

## **AGREEMENT**

THIS AGREEMENT, entered into this      day of                      A.D. 2014, by and between the Town of Middletown, Rhode Island, hereinafter referred to as the “Town” and Teamsters Local Union No. 251, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the “Union.”

## **PRINCIPLES**

This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Town and Employees and to establish necessary procedures for the amicable adjustment of all disputes that may arise between the Town and Union.

The Town and Union encourage the highest possible degree of practical, friendly and cooperative relationships between the respective representatives at all levels. Officials of the Town and Union realize that this goal depends primarily upon cooperative attitudes between people in their respective organizations at all levels of responsibility and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Town and the Employees.

There shall be no discrimination against any employee(s) by reason of race, color, creed, sex, age or Union membership or political beliefs or activities.

All references to employees in this Agreement designate both sexes and wherever the female/male gender is used, it shall be construed to include male and female employees.

## **ARTICLE I. RIGHTS OF MANAGEMENT**

Except to the extent as contained in this Agreement and express and specific provision to the contrary, all of the authority, powers, rights, jurisdiction and responsibilities of the Town are retained by and reserved exclusively to the employer, including but not limited to: the rights to manage the affairs of the Town; to maintain and improve the efficiency of its operation; to determine the methods, means, processes and personnel by which its operations are to be conducted, including the contracting of any work; to determine the schedules and hours of work and the assignment of employees to work; to establish new job classifications and job duties and functions; to change, reassign, abolish, combine and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his or her services; to relieve employees from duty because of lack of work or other legitimate reasons; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; to require an employee, based upon a valid reason, to submit to a physical examination by a physician of the Town’s choice and at the Town’s expense; and to take whatever action may be conducive to carrying out the mission of the department.

## **ARTICLE II. UNION RECOGNITION AND SECURITY**

### **Section 1.**

The Town 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 purpose 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. EE3364 in those classifications as follows:

All employees of the Public Works Department of the Town of Middletown excluding supervisors which shall be deemed to include the Director of the Department, Deputy Directors and any other employees in a supervisory capacity.

Whenever used in this Agreement, the terms “member” or “employee” shall have the same meaning, which is: active, full-time, permanent, paid employees within the categories set forth above within the bargaining unit employed by the Town. Individuals who are on leave of absence, or absent for active military service, shall be entitled to none of the benefits of this Agreement except to the extent they are expressly granted eligibility for certain benefits in other sections of this Agreement or as may otherwise be provided for by law.

## **Section 2.**

All employees who, on the effective date of this Agreement, are members of the Union and all employees who shall 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 the Union membership.

## **Section 3.**

Any employee choosing not to become a member of the Union, shall, in accordance with law and as a condition of employment, pay lawfully permissible monthly service fees to the Union. Such monthly service fees shall be payable at the same time and in the same manner as members' union dues. All new employees shall become and remain members in good standing of the Union, or shall pay monthly service fees to the Union as provided above, after thirty (30) calendar days of employment.

## **Section 4.**

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 grounds for dismissal and, upon notification by the Union of such failure on the part of any employee, Town agrees to discharge such employee, provided, however, that nothing contained herein shall be construed so as to place any obligation upon the Town to discharge any employee for failure to maintain membership in the Union, if the membership was terminated for reasons other than the failure of the employees to tender the periodic dues and initiation fees uniformly required as a condition of maintaining membership.

## **Section 5.**

Town shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the bi-weekly dues of the Union or service charges provided herein. Such deductions shall be made each pay period for which they are due and shall be forwarded to the Secretary-Treasurer of the Union monthly, together with a list of employees for whom dues have been deducted in a form substantially similar to Exhibit A, attached hereto. If any employee has no earnings due for that paycheck, Union shall be responsible for collecting said dues. Union shall give the Town thirty (30) days

notice of any change in the amount of uniform dues to be deducted and there shall be no more than two (2) such changes in any contract year.

## **Section 6.**

Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability and for all legal costs that shall arise out of or by reason of action taken by the Town in complying with the provisions of this Article. If an improper deduction is made, the union shall refund directly to the employee any such amount.

## **ARTICLE III. HOURS OF WORK AND OVERTIME**

### **Section 1.**

Employees covered under the terms of this Agreement shall work to the following work schedules:

(a) **PUBLIC WORKS DEPARTMENT, to include Highway, Sewer and Parks & Grounds Divisions** – Normal work day of eight (8) hours, 7:00 am to 3:30 pm inclusive, Monday through Friday, with one-half (1/2) hour lunch period to be taken at the job location.

If the Collection Station is operational again in Middletown, the language detailed below will be reincorporated into the collective bargaining agreement, with specific language to be renegotiated.

(b) Employee lunch periods shall be taken on a staggered basis if necessary, when specified by the supervisor in-charge so that the job shall run continuously for the entire workday if required.

(c) The Town shall allow one (1) ten (10) minute break before and after lunch.

(d) No pyramiding. Compensation shall not be paid more than once for the same hours, under any provision of this Agreement.

### **Section 2. OVERTIME**

(a) Time and one-half (1 ½) shall be paid in wages for all work in excess of eight (8) hours in a work day or forty (40) hours in a work week for all employees covered by this Agreement. An employee who works on Sunday or a holiday shall receive double time for hours actually worked on said Sunday or holiday.

(b) Overtime shall be offered rotationally in a particular division and job classification which has been given the overtime work, (i.e. sewer, parks/grounds, highway), except for those types of jobs within a particular classification requiring particular skills. The Collection Station position shall be eligible for overtime work only in cases of emergency.

(c) There shall be no “on-call” list. Sewer personnel shall work scheduled overtime on Saturdays, Sundays and holidays, as is the present practice.

(d) If an employee refuses or is unavailable for overtime work for any reason, he shall lose his turn in rotation and shall be allowed the opportunity to work overtime when his name next comes up in rotation. If an employee is sick during his regular shift, he would not be available for overtime until 12:00 am the following day.

(e) If overtime is required in addition to scheduled rotational overtime within a division described in (b) above, a Rotational List based on seniority will be used that includes all employees in the Highway, Sewer, and Parks & Grounds division.

(f) All job vacancies in the Public Works Department will be posted in reasonable time in advance, except in cases of emergencies.

### **Section 3. JOB CLASSIFICATIONS.**

The following grade classifications are covered by this Agreement:

<b><u>GRADE CLASSIFICATION</u></b>	<b><u>NUMBER OF POSITIONS</u></b>
Mechanic Foreman	
Mechanic	
Maintenance Foreman	
Labor Equipment Operator III	
Labor Equipment Operator II	
Labor Equipment Operator I	
Sewer Foreman	
Sewer Operator III	
Sewer Operator II	
Parks & Grounds Foreman	
Parks & Grounds Labor Operator III	
Clerk/Typist/Dispatcher	
Total	18

Inclusion in this section does not establish or imply any minimum employment levels for any department covered by the terms of this Agreement or the bargaining unit overall.

## **ARTICLE IV. WAGES**

### **Section 1. SALARY**

(a) Salary increases shall be as follows:

2014 – 2015 1.5% (retroactive to July 1, 2014)

2015 - 2016 2.5% (effective July 1, 2015)

2016 – 2017 2.5% (effective July 1, 2016)

In addition, the Town agrees to provide employees with a one-time payment of five-hundred dollars (\$500.00), as a signing bonus, which the Town will pay to members on the next regular payday after both parties ratify this Agreement.

Nothing contained in this Agreement shall preclude the Town from employing temporary employees for the spring / summer season (April - October) primarily to cut grass, paint and produce signs, provided there are no regular employees who are laid off. Temporary employees shall not become members of the Union and shall not receive the benefits of this Agreement.

## **Section 2. LONGEVITY PAY**

- (a) Employees covered by this Agreement will receive longevity payments as follows:

After 5 years of service	2.75% of salary
After 10 years of service	5.25% of salary
After 15 years of service	6.25% of salary
After 20 years of service	7.25% of salary

- (b) Longevity payments shall be made in one lump sum on the first pay period following the attainment of their anniversary date of service and shall be added to the employee's annual salary which will increase hourly overtime rates at that date.
- (c) No employee covered by this Agreement hired on or after July 1, 2011 shall receive longevity pay.

## **Section 3. DIRECT DEPOSIT**

Employees may choose to have their wages deposited directly to the New England Teamsters Federal Credit Union after filing paperwork with the Finance Department.

# **ARTICLE V. SENIORITY AND PROMOTION**

## **Section 1. DEFINITION**

Seniority shall be defined as total length of service with the Town in the Public Works Department. Except in the case of an emergency seniority shall apply to layoffs, recalls, transfers, vacation preference and promotion consideration if qualified for the position vacancy.

Employees shall be considered on probation for the first twelve (12) months after they are hired and the Town shall have the complete discretion during the probationary period to determine whether or not to retain any employee for any reason. During the probationary period, employees shall have no rights under this Agreement. An employee retained after the probationary period shall acquire seniority status dating from the first day of employment. The Town also shall have discretion to adjust the pay of



probationary employees during the probationary period up to a level not exceeding the regular rate for the job if it determines that the employee's performance and experience justify it.

## **Section 2. ACCUMULATION**

Seniority shall accumulate during a leave of absence due to illness, injury, vacation or other authorized leave.

## **Section 3.**

No employee shall be detached to work out of classification for a period of more than ten (10) consecutive working days, provided the Department needs are being met.

## **Section 4. BREAK IN SENIORITY**

Seniority shall be considered broken and employment ended for the following reasons only:

- (a) When an employee has been discharged for just cause;
- (b) When an employee voluntarily terminates his employment;
- (c) When an employee exceeds his authorized leave of absence;
- (d) When an employee engaged in other unauthorized work (e.g., paid employment) while on leave of absence.
- (e) When an employee falsifies a Town record or engages in any other dishonest activity.
- (f) When an employee is absent from work without prior authorization and without calling in for a period of three days or more.
- (g) When an employee is on layoff for a period exceeding eighteen (18) months.
- (h) When an employee fails to respond to a recall notice or to return when recalled within seven (7) days of receipt of Town's notice sent via certified mail, provided he or she is being recalled to a full-time position.

## **Section 5.**

Town agrees to make job assignments within job classifications on an equitable basis, taking into consideration primarily the needs of the department in which the work is to be performed and the abilities of the employees in that classification to perform the job assignment. If a qualified employee is assigned by the DPW Director to an Acting Foreman position for a period of at least five (5) consecutive working days, the employee will receive the foreman rate of pay for the entirety of that period in which he or she is Acting Foreman.

**Section 6. SENIORITY LIST**

Town shall establish a seniority list for all employees of the Public Works Department showing date of hire and department seniority. The seniority list shall be posted on a bulletin board and a copy sent to the union steward no later than July 10 of each year or sooner, if changes are made to the last posted list.

**Section 7. PROMOTION AND TRANSFER**

- a) All job vacancies in the Public Works bargaining unit will be posted within 30 days of the vacancy, except in cases of emergencies.

Any interested qualified bargaining unit member may submit a letter of interest to Human Resources within time limits specified on the Position Posting.

Applicants will be rated and scored by the Town as follows:

- Qualifications/Experience/Knowledge relevant to the Position Description 45.0 points
- Director’s Points for Performance/Dependability 30.0 points
- Seniority Yrs of Svc = points
- Personnel Board Interview (Supervisory Positions Only) 5.0 points

Upon completion of this process, the Personnel Board will certify a Promotional/Hiring List based on the total scores in accordance with the Town Code and Town Ordinances.

- b) The following criteria must be met in order to be considered for promotion to Labor Equipment Operator II:
  - Must have completed 5 years of continuous employment with the Town as a Labor Equipment Operator I or at least 3 years if recommended prior to the completion of 5 years.
  - Must demonstrate proficiency in the operation of required equipment and have proper licenses necessary to operate all required equipment.
  - Must be recommended for promotion by the Director of Public Works.
- c) The Director may recommend promotion to any rank at his/her discretion.

**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, Martin Luther King Day, Washington’s Birthday, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas Day.

**Section 2.**

When an authorized holiday falls on a Sunday, the following business day shall be considered the holiday. When an authorized holiday falls on a Saturday, the proceeding Friday shall be considered the holiday.

**Section 3.**

In the event that any employee is required to work an authorized holiday, said employee shall receive, in addition to his holiday pay, double time for all hours worked on such holiday.

**Section 4. SKELETON CREW**

Skeleton crew staffing shall be permitted the day before and the day after Thanksgiving by having fifty percent (50%) of the crew in each division working on each day. If an employee fails to work the day before or the day after Thanksgiving for any reason, he will not be paid for that day.

**ARTICLE VII. ANNUAL LEAVE**

Employees shall be granted annual leave as follows:

<u>New Hire</u>	<u>Accrual of 9.34 hrs per month through 6/30-Granted 7/1</u>
1 through 5 years	14 days / year
6 through 15 years	21 days / year
16 years or more	28 days / year plus 1 additional day for each year > 25

Annual Leave shall be granted as of July 1<sup>st</sup> of each fiscal year following the attainment of years of service, based on the above schedule. New employees, who have not completed a full year as of July 1<sup>st</sup>, will receive the hours they have accrued since their hire date, on July 1<sup>st</sup>.

If the employee's fifth (5<sup>th</sup>) or fifteenth (15<sup>th</sup>) anniversary falls during the fiscal year, the additional hours the employee is entitled to (i.e. 7 days = 56 hrs. = 4.67 hrs. per month) will be accrued monthly from the anniversary date through the end of the fiscal year, and will be available when earned.

Employees hired before July 1, 2014 may accumulate a maximum of sixty (60) days of annual leave. Employees hired on or after July 1, 2014 may accumulate a maximum of forty-five (45) days of annual leave. Such accumulated annual leave may be in lieu of sick time when an employee's sick leave is insufficient to provide paid leave during an illness.

Employees separating from Town service, having accrued annual leave at the time of their separation, shall be paid the salary equivalent to a maximum of thirty (30) days.

The town reserves the right to limit the number of employees on vacation at any one time as well as the duration of vacation in order that the responsibilities of the department might be met.

## **ARTICLE VIII. SICK, BEREAVEMENT AND PERSONAL LEAVE**

### **Section 1.**

Each employee covered by this Agreement shall be granted thirteen (13) sick days credited on July 1 of each year. In addition, if an employee does not take any sick leave from July 1 through December 31 and/or January 1 through June 30 of a fiscal year, such employee shall be entitled to one (1) additional day of annual leave for each six month period, during the following fiscal year. The Town shall cause to be published and dispatched to employees covered by this Agreement their present entitlement under this clause.

### **Section 2.**

Sick leave shall be granted for physical illness or incapacity rendering the employee unable to perform the duties of his position or the duties of another position in the department. Sick leave is a benefit, which shall not be abused, and any employee abusing sick leave shall be subject to disciplinary action.

### **Section 3.**

(a) In the case of the death of a father, mother, wife, husband, domestic partner, son, daughter, mother-in-law, father-in-law, brother, sister, step-son, step-daughter, step-mother, step-father, step-brother or step-sister of an employee, such employee shall be entitled to bereavement leave from the time of notification of death to and including the day following the burial of the deceased, not to exceed four (4) days.

(b) In the case of the death of a grandmother, grandfather, grandson, granddaughter, daughter-in-law, son-in-law, sister-in-law, or brother-in-law of any employee, such employee shall be entitled to bereavement leave covering the day before the funeral and the day of the funeral.

(c) In the case of the death of a nephew, niece, uncle or aunt of an employee, such employee shall be entitled to bereavement leave with pay for the one (1) day of the funeral.

(d) In the case of the death of a relative other than those provided for in sub-paragraphs (a), (b) and (c), such bereavement leave shall be for not more than eight (8) hours to permit attendance at the funeral of said person, if the leave is first approved by the Department Head.

### **Section 4.**

Upon retirement from Town employment, the Town shall pay an amount of three dollars (\$3.00) per hour for unused accrued sick leave, not to exceed 1200 hours, which shall not be credited to the employee's pension account for the purpose of calculating pension benefits.

### **Section 5.**

When an employee finds it necessary to be absent from work for any of the reasons specified above, he shall cause the facts to be reported to his department head as soon as reasonably possible. Sick leave shall not be granted unless such a report has been made.

## **Section 6.**

In all cases where sick leave exceeds three (3) days, the employee shall file a physician's certificate indicating the nature and probable duration of the disability at the employee's expense.

## **Section 7.**

Employees covered by the terms of this Agreement shall receive thirty-two (32) hours of personal leave per year when requested in advance and when sufficient staffing is available in the Department. Personal leave must be taken in two (2) hour increments and shall be used for personal business that could not be done otherwise during non-working hours. Personal leave time shall not be carried over from one fiscal year to the next.

## **Section 8.**

Employees who are determined to be unfit for their regular duties, whether or not due to line of duty injury, may be ordered to return to work to perform such duties as they are capable of performing. Such light duty may consist of duties normally performed by employees, other duties not normally performed by employees, or a combination of both. Light duty work will not be used as punishment, nor will the Town require employees to perform duties under this Section that they are medically restricted from performing.

## **ARTICLE IX. LEAVE OF ABSENCE WITHOUT PAY**

The Town Administrator may grant a regular employee leave without pay, other than FMLA Leave, for a period not to exceed six (6) months only when it is in the interest of the Town to do so. Employees must request said leave from the Town Administrator in writing, which shall include, among other things, the employee's date of return to work, not less than thirty (30) days prior to the commencement of said leave, unless it is an emergency. The needs of the employee shall be considered when he has shown by his record to be of more than average value to the Town and when it is desirable to return the employee even at some sacrifice.

During an employee's approved leave of absence, his position may be filled by temporary appointment or temporary promotion. For the purposes of health and/or dental insurance during a leave of absence, group insurance coverage will be extended under the laws of COBRA. During a leave of absence without pay, the employee shall not accrue any sick or annual leave time. At the expiration of a leave without pay, the employee shall be reinstated to the position he vacated or to any other position in the same classification. If this is not possible, he shall be transferred to another position for which he is qualified.

Approved leave without pay shall not constitute a break in service for the purposes of seniority but shall not be deemed to be credited service for pension purposes. Failure on the part of the employee to report promptly at the expiration of leave without pay shall be cause for dismissal. The employee's return date from leave of absence may be amended by mutual, written agreement between the Town Administrator and the employee, provided the total leave does not exceed six (6) months.

## **ARTICLE X. JURY DUTY & MILITARY LEAVE**

### **Section 1.**

Employees shall be granted time off for: (a) jury duty requiring presence at court; or (b) if subpoenaed to appear before a court or government commission on town business. Such employee shall receive their regular salary. All jury duty fees and Town related subpoena fees, excluding travel reimbursement fees, shall be endorsed over to the Town of Middletown.

### **Section 2. MILITARY LEAVE**

Employees who are members of the reserve of any branch of the armed forces and who may be required to perform military duties for a period of fifteen (15) days or less in any one fiscal year, while employed by the Town, shall receive his regular salary paid by the Town.

If an employee is called to regular duty in the armed services of the United States, he shall be given an unpaid leave of absence during which time the employee shall not accrue any sick or annual leave time. Military Leave will be granted in accordance with the guidelines set forth in USERRA.

## **ARTICLE XI. SPECIAL TIME OFF**

### **Section 1.**

If deemed necessary by the Union, the Town agrees to allow two (2) members of the bargaining unit designated by the Union to participate in contract negotiations. Representatives shall be excused from duty with pay for the purposes of participating in negotiations, provided reasonable advance notice is given to the department head. Excused time shall commence fifteen (15) minutes before and fifteen (15) minutes after conclusion of negotiations.

### **Section 2.**

No later than July 1, the Union shall notify the Town of the name of the steward and, as soon as possible, shall notify appropriate Town officials in writing of any changes thereto. Union may designate an alternate steward who shall serve only during the absence of the steward. The Union may be represented by the International Union representative or counsel.

### **Section 3.**

There shall be no deduction of pay for any grievant and/or steward for time spent directly involved in meetings with management during working hours.

### **Section 4.**

Designated Union representatives other than members of the bargaining unit shall be permitted to visit employees on job sites and at department buildings, provided it does not unreasonably interfere with Town business.

## ARTICLE XII. HEALTH AND WELFARE

### Section 1.

All active, full-time, regular employees shall be provided with health insurance benefits comparable to those, which presently exist, Preferred Provider product, individual or family, as appropriate, as long as the benefits are available to the Town. The plan design for the PPO product shall consist of:

A \$250 (individual)/\$500 (family) deductible/coinsurance plan  
Primary Care Physician office visits \$15.00  
Specialist's office visits \$25.00  
Urgi-Medical Centers \$25.00  
Emergency Room visits \$100.00  
Vision Rider \$100.00  
Chiropractic office visits – 12 annual visits  
Prescription Plan -       \$ 7.00 Generic Brands  
                                      \$30.00 Preferred Brand Name  
                                      \$50.00 Non-Preferred Brand  
                                      \$50.00 Specialty Rx

Dependents to age 26

In FY2015 and FY2016 only, the Town will reimburse each active employee's actual deductible expenses incurred during the fiscal year, up to a maximum amount per year of \$250 for a family plan or \$125 for an individual plan. To receive such reimbursement, employees shall submit verifiable proof of their deductible payments to the Town's finance department within thirty (30) days of the end of the fiscal year. For instance, to receive reimbursement from the Town for deductible expenses incurred in FY2015, the employee must submit proof of such expenses by July 30, 2015; and to receive reimbursement from the Town for deductible expenses incurred in FY2016, the employee must submit proof of such expenses by July 30, 2016.

### Section 2. Dental Benefits

All active, full-time, regular employees shall be provided with individual or family dental insurance benefits comparable to those which presently exist as long as the benefits are available to the Town.

### Section 3. Retirees

Employees retiring after age sixty (60) and having completed ten (10) years of continuous service, or after thirty (30) years of employment with the Town, shall receive single plan coverage for the plan in existence for current employees provided retiree contributes thirty-five percent (35%) of the premium costs to the Town promptly upon notice of such costs to the retiree, to age sixty-five (65), and then Plan 65 coverage thereafter to age seventy (70) provided the retiree contributes fifty percent (50%) of the premium costs to the Town promptly upon notice of such costs to the retiree.

#### **Section 4. Co-payment**

Employees covered under this Agreement, hired after July 1, 1994 shall contribute twenty percent (20%) of the family or single premium cost for all health care and dental insurance costs, via pre-tax payroll deduction.

All employees hired prior to July 1, 1994, and any Town employee transferred in to the Public Works department with continuous employment and with no co-payment required prior to this Agreement, as listed on Attachment A, shall contribute ten percent (10%) of the family or single premium cost for all health insurance premiums, via pre-tax payroll deduction, commencing on the first of the month following the signing of this Agreement.

Beginning July 1, 2012 and ending at the end of the day on June 30, 2014, all active, full-time regular employees enrolled in either health plan will have their premium co-share capped at the rate in effect as of June 30, 2012 (i.e., 20% or 10%, as appropriate, of the FY-2012 premium rates). When the sun sets on June 30, 2014, the foregoing "cap" shall no longer have any force or legal effect, and all members covered by this Agreement shall resume making health care premium contributions in accordance with the first and second paragraphs of this Section.

#### **Section 5. Alternate Coverage**

- (a) If an employee's spouse is employed by any department of the Town and is eligible to receive health and/or dental insurance coverage through a plan supported by taxpayer funds, the Town will provide the employees with only one health and/or dental insurance plan, and the Town shall have the sole discretion to choose which employee's health and/or dental plan such employees will be enrolled in. If the Town chooses to enroll such employees in a health plan other than the health plan set forth in Section 1 of this Article XII, the employee covered by this agreement shall become eligible to receive a payment at the end of the fiscal year, equal to \$3,500.
- (b) If an employee is eligible to receive comparable health and/or dental insurance through a spouse's plan, other than a plan provided through another department of the Town, such employee shall be required to enroll in such plan(s) and shall not be eligible for health and/or dental insurance under this Agreement; however, the employee shall become eligible to receive a payment at the end of the fiscal year, equal to \$3,500.
- (c) If an employee is eligible for Medicare, the employee shall be required to enroll in Medicare, and the Town will provide such employee with a Medicare Supplement Plan, subject to the applicable employee co-payment as set forth in Section 4 of this Article XII.
- (d) Employees shall be required annually to complete a form provided by the Town indicating what health and/or dental insurance benefits are available to the employee.
- (e) The Town shall provide two individual health and/or dental insurance plans to employee and spouse in lieu of one family plan, when there are no dependents eligible for coverage, or enrollee plus dependents if no spouse is eligible, once the Town health plan has been amended to accommodate these tiered choices. If dependents and/or spouse need to be added, the employee may transfer back to a Family plan at that time.
- (f) The Town may seek alternative health insurance coverage, which will provide the same level of coverage to that set forth herein. In such case, the Town will consult with the union, prior to implementing such plans.



## **Section 6. Temporary Disability Insurance**

The Town agrees to deduct from each employee's salary covered by this Agreement, the required amount to provide coverage under the Rhode Island Temporary Disability Insurance program.

Employees may not receive TDI benefits for any period in which they work either full-time or part-time. This includes work done for your regular employer, any other employer or in self-employment. However, if you perform no services but continue to be paid a salary, sick or vacation pay, you are allowed to receive TDI benefits.

## **ARTICLE XIII. RETIREMENT**

### **Section 1.**

All employees hired after July 1, 1999 shall be enrolled as members of the Rhode Island Municipal Employees' Retirement System, including Plan C (3% non-compounded cost of living increase).

### **Section 2.**

The cost of the retirement income plan, as determined by the State of Rhode Island Employees' Retirement System Board, shall be funded by pre-tax contributions of seven percent (7%) of the gross annual earnings of each member of the Public Works Department. The remaining annual premium cost shall be funded by contributions from the Town. (Employees' contributions may change periodically as determined by the aforementioned Board.)

### **Section 3.**

For those employees hired after July 1, 1986 and prior to June 30, 1999, annual retirement income shall be equal to the product of two and one-half percent (2 ½%) of the highest average salary received in three (3) consecutive years of service and the number of years and completed months of continuous service in the Public Works Department with a maximum benefit of seventy percent (70%). All employees shall be vested after ten (10) years of participation in the pension system and shall have the option of retaining their contributions and the Town's contributions in the system and be allowed to collect their pension on their normal retirement date at age 65. Participating members may elect early retirement at age 60 or after thirty (30) years of employment with the Town, with no reduction in benefits earned at that age.

### **Section 4.**

The Town recognizes its contractual obligation to provide pension benefits at prescribed levels to employees covered by this Agreement. The Union and Town recognize the need to find alternative methods of funding the pension plan in the coming years and agree to cooperatively review alternate methods of funding the pension obligation.

## **Section 5.**

The cost of the retirement income plan described in Section 3 (Town Plan) above shall be funded by pre-tax contributions of six percent (6%) of the gross annual pensionable earnings of each member of the Department of Public Works, and the remaining annual cost shall be funded by contributions from the Town of Middletown.

## **Section 6.**

All employees hired on or after July 1, 2012 shall, in lieu of the foregoing benefits in this Article, be enrolled in a defined contribution plan (i.e., a 403(b) plan or equivalent thereof) established by the Town.

Under the defined contribution plan, the Town of Middletown shall contribute six percent (6%) of the employee's annual compensation, excluding overtime, into this plan. Employees enrolled in this plan shall contribute a minimum of six percent (6%) of the employee's annual compensation, excluding overtime, into this plan to be paid through payroll deduction. The employee may contribute additional funds to his or her account as allowed by the Internal Revenue Code.

# **ARTICLE XIV. GRIEVANCE & ARBITRATION PROCEDURE**

## **Section 1. Grievance.**

A. It is mutually understood and agreed that all grievances of employees of the Town arising out of the provisions of this Agreement shall be dealt with as follows:

**Step 1:** When an employee covered by this Agreement feels he or she has a grievance, he or she shall submit the grievance in writing through the Shop Steward, to the Department Head or Acting Department Head, within five (5) days of its occurrence, with copies being delivered to the business Agent of Local 251. Within four (4) days after said Department Head or Acting Department Head received such grievances, he or she shall issue his or her decision in writing. In addition, the Union Business Agent/Representative may file a grievance commencing at Step 2, provided that such grievance is filed within five (5) days of the occurrence giving rise to the grievance.

**Step 2:** If the employee and Local 251 feels the nature of the grievance justifies further action, it shall, through the Business Agent of Local 251, present the grievance to the Town Administrator within three (3) days after the Department Head or Acting Department Head issues a decision under Paragraph A hereof.. The Town Administrator shall meet with said Business Agent within five (5) days of receipt of this grievance. If either party feels it is necessary, the individual or individuals involved in the grievance shall appear before the Town Administrator and Business Agent of Local 251 for the purpose of testifying on the grievance. The Union and Town shall be entitled to have counsel present at any stage in the proceedings under Paragraph B hereof. The Town Administrator shall render his decision in writing within five (5) days after the meeting referred to herein.

**Step 3:** If either party desires to proceed further with the grievance, it shall have seven (7) days from the date of the written decision of the Town Administrator to file a demand for arbitration with the American Arbitration Association ("AAA"). Arbitration proceedings shall be in accordance with the AAA's voluntary arbitration rules. The Arbitrator shall render a decision within thirty (30) days from the date of the conclusion of the hearings.

B. The Arbitrator shall have no authority to add to, depart from, alter or amend the provisions of this Agreement. It shall have no authority to imply terms which are not explicitly contained herein. Its jurisdiction shall be confined to a determination of the provision or provisions of this Agreement specifically enumerated in the written grievance. The decision of the Arbitrator shall be final and binding upon all parties to this Agreement. Costs and expenses of the Arbitrator shall be shared equally by the parties.

C. The time limits set forth herein may be extended by mutual consent. Should the Town fail to comply with the applicable time limits herein, the grievance will be deemed denied and Local 251 may proceed immediately to the next step.

D. Any grievance not processed from one step to the next, or to arbitration, within the time periods set forth above shall be deemed to have been withdrawn with prejudice, unless the parties have agreed in writing (to include email), to extend the applicable time period in that case. Requests to extend time limits will not be unreasonably denied.

## **Section 2.**

It is expressly understood by both parties hereto that employees covered under the provisions of this Agreement shall have no right to engage in any work stoppage, slowdown or strike. Any and all grievances shall be resolved by the grievance and arbitration procedures set forth herein.

## **Section 3.**

If any unauthorized or wildcat work stoppage, slowdown, strike or any picketing having the effect of impeding or obstructing Town governmental functions takes place, the Union will immediately notify employees engaging in such unauthorized activities to cease and desist and shall publicly declare such actions to be illegal and unauthorized. Such actions shall be grounds for the Town to discharge any employee engaging in these actions. Union and its employees reserve the right to carry on informational picketing which does not have the effect of obstructing or impeding Town governmental functions.

## **Section 4.**

It is agreed by the parties hereto that, in the event grievances involve suspension or discharge of any employee, employee shall receive all back pay and allowances from the date of suspension or discharge to the date of reinstatement, if suspension or discharge is reversed by a hearing or court decision.

# **ARTICLE XV. PROTECTIVE CLOTHING, BULLETIN BOARDS & SAFETY**

## **Section 1.**

Any employee working during inclement weather will be supplied with adequate protective clothing at the Town's expense. Whenever any employee has not been issued protective clothing by the Town, and inclement weather occurs, he will be allowed to procure the same and be reimbursed by the Town.

**Section 2.**

The Town will provide and maintain weekly the following employee uniforms:

- Seven (7) Shirts
- Seven (7) Trousers
- Three (3) Jackets
- Four (4) Coveralls

Employees shall be responsible for purchasing and maintaining their own steel toe safety shoes. The Town agrees to reimburse employees for the purchase of steel toe safety shoes, but such reimbursement shall not exceed a total of \$400.00 per employee over the term of this Agreement (i.e., 7/1/14 through 6/30/17). Employees shall submit the store receipt to the Director of Public Works for reimbursement by the Town.

Town agrees to pay for one (1) pair of winter weight Carheart overalls, per contract. Employee shall submit store receipt to the Director of Public Works for reimbursement by the Town. If an employee's shoes, eyeglasses, coveralls or watch are damaged during the conduct of his duties, the Town shall replace the article after it has been turned in to the Director of Public Works. Report of such incident must be filed with the Department Head or Acting Department Head as soon as reasonable possible after the occurrence.

**Section 3.**

If any employee reports to the Director of Public Works that his work requires him to be in an unsafe or unhealthy situation in violation of accepted safety rules, Town and Union representatives shall immediately consider the matter. If the parties are unable to agree as to the safety of the situation and the Shop Steward and Director of Public Works determines that the work must be done, employee will perform the work. If the matter is not adjusted satisfactorily, employee may then file and process a grievance pursuant to the procedures set forth in this Agreement.

**Section 4.**

Town agrees to provide in department headquarters an appropriate location where the Union may post notices of Union business.

**Section 5.**

Town agrees that whenever a competitive or promotional exam is announced for a position within Public Works, it will post a notice of such examination in an appropriate location within the department.

**ARTICLE XVI. INCLEMENT WEATHER**

Except in cases of emergencies, employees whose duties require the performance of work outdoors shall not be unreasonably required to work for long periods of time during the day at times of severely cold weather or rainstorms. Foreman shall make arrangements, as far as it is practicable, for shifting employees indoors and outdoors so that the intent of this clause is satisfied and the needs of the department fulfilled.

## **ARTICLE XVII. CALL BACK PAY**

### **Section 1.**

All employees are subject to call back for any reason. Employees called back shall be compensated for a minimum of two (2) hours of overtime pay.

### **Section 2.**

The Director of Public Works, or his/her designee, shall be responsible for employee call back.

### **Section 3.**

Compensation for meals shall be \$7.50 for each six- (6) hour block of time worked, but cannot exceed \$22.50 per twenty-four (24) hour period worked.

## **ARTICLE XVIII. MISCELLANEOUS**

### **Section 1.**

Employees covered by this Agreement shall be required to have, acquire and maintain a telephone at their place of residence and to maintain at all times their current telephone number with the Director of Public Works.

### **Section 2.**

After suitable training, all employees shall be required to acquire and maintain a Class 2 Chauffeur's license and Commercial Driver's License as a condition of continued employment. If an employee temporarily loses a required license he may be permitted to perform work in an unfilled position not requiring such a license and be compensated at the rate of pay for said type work. Upon restoration of license, affected employee may be permitted to return to his former position, if available.

### **Section 3.**

If an employee should lose his license for failure to pass the mandatory CDL drug/alcohol testing, he shall be required to conform to the Town's policy on rehabilitation. A second offense for failure to pass the mandatory CDL drug/alcohol testing shall be grounds for immediate dismissal.

### **Section 4.**

Employees shall not smoke or use any tobacco products while on working time.

### **ARTICLE XIX. SEVERABILITY**

If any provision of this Agreement, or application thereof to any person or circumstance, is held unconstitutional or otherwise invalid, the remaining provisions of this contract and the application of such provisions to other persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

### **ARTICLE XX. CHANGES OR AMENDMENTS**

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

### **ARTICLE XXI. DISCHARGES**

No employee who has completed his probationary period shall be disciplined or discharged without just cause as defined in the Town Charter, applicable Town ordinances and this Agreement. Nothing herein contained shall be deemed to abrogate the right of the Town to lay off employees for lack of work or due to reorganization.

### **ARTICLE XXII. COMPLETE AGREEMENT**

This Agreement sets forth all benefits, covenants, provisions, agreements, conditions and understandings between the parties and there are no benefits, covenants, promises, agreements, conditions or understandings, either oral, written or by past practice between the parties other than set forth herein.

**SALARY SCALE DETAIL - DPW – FY15-FY17**

CLASSIFICATION	LEVEL	FY2015	(+ 1.5%)		
		HOURLY	WEEKLY	BI-WEEKLY	ANNUAL
MECHANIC	A	19.8214	792.86	1,585.71	41,228.53
	B	20.8646	834.59	1,669.17	43,398.43
	C	21.9628	878.51	1,757.02	45,682.54
	D	23.1143	924.57	1,849.14	48,077.73
FOREMAN	A	-	-	-	-
	B	22.0302	881.21	1,762.41	45,822.72
	C	23.1757	927.03	1,854.06	48,205.50
	D	24.3809	975.23	1,950.47	50,712.18
LABOR EQUIPMENT OPERATOR III	A	19.4571	778.28	1,556.57	40,470.79
	B	20.4300	817.20	1,634.40	42,494.30
	C	21.4515	858.06	1,716.12	44,619.02
	D	22.5240	900.96	1,801.92	46,849.99
LABOR EQUIPMENT OPERATOR II	A	18.8746	754.98	1,509.97	39,259.21
	B	19.8680	794.72	1,589.44	41,325.45
	C	20.9137	836.55	1,673.10	43,500.50
	D	22.0144	880.58	1,761.15	45,789.99
LABOR EQUIPMENT OPERATOR I	A	17.2568	690.27	1,380.54	35,894.11
	B	18.0782	723.13	1,446.26	37,602.68
	C	19.0301	761.20	1,522.40	39,582.51
	D	20.0316	801.27	1,602.53	41,665.79
CLERK / TYPIST / DISPATCHER	A	19.5568	782.27	1,564.54	40,678.15
	B	20.4368	817.47	1,634.94	42,508.47
	C	21.4587	858.35	1,716.70	44,634.08
	D	22.5316	901.26	1,802.53	46,865.73

CLASSIFICATION	LEVEL	FY2016	(+ 2.5%)		
		HOURLY	WEEKLY	BI-WEEKLY	ANNUAL
MECHANIC	A	20.3169	812.68	1,625.36	42,259.24
	B	21.3862	855.45	1,710.90	44,483.39
	C	22.5118	900.47	1,800.95	46,824.60
	D	23.6921	947.69	1,895.37	49,279.67
FOREMAN	A	-	-	-	-
	B	2.5809	903.24	1,806.47	46,968.29
	C	3.7551	950.20	1,900.41	49,410.63
	D	4.9904	999.62	1,999.23	51,979.99
LABOR EQUIPMENT OPERATOR III	A	19.9435	797.74	1,595.48	41,482.56
	B	20.9407	837.63	1,675.26	43,556.66
	C	21.9877	879.51	1,759.02	45,734.50
	D	23.0871	923.49	1,846.97	48,021.24
LABOR EQUIPMENT OPERATOR II	A	19.3465	773.86	1,547.72	40,240.69
	B	20.3647	814.59	1,629.18	42,358.59
	C	21.4365	857.46	1,714.92	44,588.01
	D	22.5648	902.59	1,805.18	46,934.74
LABOR EQUIPMENT OPERATOR I	A	17.6882	707.53	1,415.06	36,791.47
	B	18.5302	741.21	1,482.41	38,542.74
	C	19.5058	780.23	1,560.46	40,572.07
	D	20.5324	821.30	1,642.59	42,707.43
CLERK / TYPIST / DISPATCHER	A	20.0457	801.83	1,603.66	41,695.10
	B	20.9477	837.91	1,675.81	43,571.19
	C	21.9952	879.81	1,759.61	45,749.93
	D	23.0949	923.80	1,847.59	48,037.37

Salary Scale Detail – DPW cont.

CLASSIFICATION	LEVEL	FY2017	(+ 2.5%)	BI-WEEKLY	ANNUAL
		HOURLY	WEEKLY		
<b>MECHANIC</b>	A	20.8249	832.99	1,665.99	43,315.72
	B	21.9209	876.84	1,753.67	45,595.48
	C	23.0746	922.98	1,845.97	47,995.22
	D	24.2845	971.38	1,942.76	50,511.66
<b>FOREMAN</b>	A	-	-	-	-
	B	23.1454	925.82	1,851.63	48,142.50
	C	24.3490	973.96	1,947.92	50,645.90
	D	25.6151	1,024.61	2,049.21	53,279.49
<b>LABOR EQUIPMENT OPERATOR III</b>	A	20.4421	817.69	1,635.37	42,519.63
	B	21.4642	858.57	1,717.14	44,645.58
	C	22.5374	901.50	1,802.99	46,877.86
	D	23.6643	946.57	1,893.14	49,221.77
<b>LABOR EQUIPMENT OPERATOR II</b>	A	19.8301	793.21	1,586.41	41,246.71
	B	20.8738	834.95	1,669.91	43,417.56
	C	21.9725	878.90	1,757.80	45,702.72
	D	23.1289	925.16	1,850.31	48,108.11
<b>LABOR EQUIPMENT OPERATOR I</b>	A	18.1304	725.22	1,450.43	37,711.25
	B	18.9934	759.74	1,519.47	39,506.31
	C	19.9934	799.74	1,599.48	41,586.37
	D	21.0457	841.83	1,683.66	43,775.12
<b>CLERK / TYPIST / DISPATCHER</b>	A	20.5469	821.87	1,643.75	42,737.48
	B	21.4714	858.86	1,717.71	44,660.47
	C	22.5450	901.80	1,803.60	46,893.68
	D	23.6723	946.89	1,893.78	49,238.30



## **ATTACHMENT A**

Employees required to contribute a 10% co-payment on health insurance:

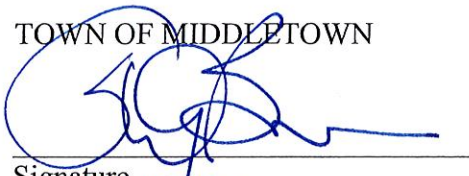
Charles, E. Dietz  
Lisa Reynolds  
Robert A. Hanley  
John C. Peckham  
Michael Stahl  
Clayton B. Wilbur

**ARTICLE XXIII. DURATION OF AGREEMENT**

The provisions of this Agreement will be effective July 1, 2014 and will continue in full force and effect until June 30, 2017 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 one hundred twenty (120) days before the expiration date for non-monetary items. For items involving the expenditure of money, it shall be one hundred twenty (120) days prior to the ensuing contract year that the Town Council may appropriate funds which is forty-five (45) days before the beginning of the fiscal year, July 1.

IN WITNESS WHEREOF, the parties hereby have cause these presents to be signed by their duly authorized representatives on the      day of      , A.D. 2014.

TOWN OF MIDDLETOWN



Signature  
Shawn J. Brown  
Town Administrator  
Town of Middletown, RI

Print Name and Title

2.4.15

Date

WITNESS



Signature

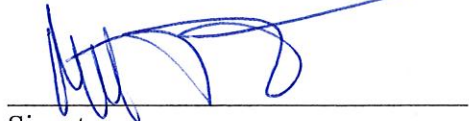
Timothy CAVAZZA - Labor Counsel

Print Name and Title

2-4-15

Date

TEAMSTERS LOCAL UNION NO. 251



Signature

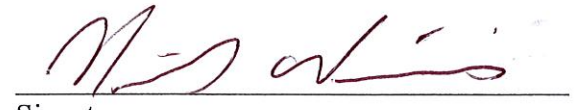
Matthew Tachi Secretary Treasurer

Print Name and Title

12/15/14

Date

WITNESS



Signature

NICK WILLIAMS BUSINESS AGENT

Print Name and Title

12/15/14

Date