

AGREEMENT BETWEEN

THE TOWN OF MIDDLETOWN, RI

AND

**THE MIDDLETOWN MUNICIPAL EMPLOYEES ASSOC.
NEARI LOCAL 869**

FOR THE PERIOD

JULY 1, 2022 TO JUNE 30, 2025

**MIDDLETOWN MUNICIPAL EMPLOYEES
ASSOCIATION/NEARI
NEGOTIATIONS TEAM:**

MaryBeth Sylvia, President

Mary O'Bryan, Vice President

Sharon Coughlin, Treasurer

Pete Gingras, Assistant Executive Director/NEARI

**TOWN OF MIDDLETOWN
NEGOTIATIONS TEAM:**

Shawn Brown, Town Administrator

Vincent F. Ragosta, Jr., Esq.

INDEX

ARTICLE	PAGE
Preamble	1
Article 1 Union Security	1
Article 2 Non-Discrimination	2
Article 3 Management Rights	3
Article 4 Strikes and Lockouts.....	4
Article 5 Probationary Period	4
Article 6 Seniority	4
Article 7 Promotions/Vacancies./New Positions/Transfers	6
Article 8 Hours of Work/Job Description/Job Replacement	8
Article 9 Salaries and Wages	10
Article 10 Longevity	12
Article 11 Pension.....	12
Article 12 Holidays	13
Article 13 Annual Leave	13
Article 14 Sick Leave.....	14
Article 15 Bereavement Leave.....	15
Article 16 Union Business Leave.....	16
Article 17 Maternity and Parental Leave	16
Article 18 Health and Dental Insurance.....	18
Article 19 Inclement Weather	19
Article 20 Car Allowance	19
Article 21 Bulletin Boards and Posting of Vacancies.....	19
Article 22 Discharge and Discipline	20
Article 23 Grievance Procedure and Arbitration	20
Article 24 Ordinance Amendments.....	22
Article 25 Savings Clause	22
Article 26 Cost Savings	22
Article 27 Animal Control/Police Mechanic Clothing Allowance	23
Article 28 Education	23
Article 29 Duration	24
Appendix A... Salary Scales.....	25
Appendix B... Health Insurance Co-pay Notification.....	28

PREAMBLE

This Agreement entered into by and between the Town of Middletown, hereinafter referred to as the "Town", and the Middletown Municipal Employees Association/NEARI, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Town and its employees, the establishment of equitable and peaceful procedures for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

UNION SECURITY

Section 1 Recognition.

- a. The Town recognizes the Union as sole and exclusive bargaining agent for purposes of collective bargaining for all employees in the bargaining unit. The bargaining unit for purposes of this Agreement shall consist of all employees designated in the Rhode Island State Labor Relations Board Certification of Representatives dated December 10, 1987, in Case No. EE-3422, except for the Administrative Secretary of the Town Administrator. Included in the bargaining unit shall be the Fire Department Records Clerk and all other municipal employees, as defined under Rhode Island General Laws 28-9.4-2(b).

Note: On July 1, 2004, the Title of Records Clerk will be changed to that of Administrative Assistant, the parties agreeing that the position will remain in the bargaining unit referenced above.

- b. The Town will not engage in collective bargaining for members of the bargaining unit with any organization other than the Union unless and until such time as the Union is no longer the duly certified sole and exclusive representative of said members for purposes of collective bargaining.

Section 1.2 Dues, Service Fees, and Janus Rights.

- a. Under *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, United States Supreme Court— Decided June 27, 2018: “Neither an agency fee nor any other payment to the Union may be deducted from a nonmember’s wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay.” The Union may not charge any employee dues, a so-called “service charge” or “service fees” without the employee’s affirmative written consent. The Union negotiates this Agreement that sets forth the terms and conditions of employment of all positions in the bargaining unit. However, the decision whether to join or not join the Union belongs solely with each employee. If an employee should decide not to join the Union, his terms and conditions of employment shall nonetheless be those set forth in this Agreement.

Each employee shall sign a form expressing his option and choice, by affirmative consent, whether to join or not join the Union and whether to permit the deduction of any dues, so-called "service charges" or "service fees".

- b. The Town agrees to deduct Union dues and service fees, as established by the Union, from the pay of each member of the bargaining unit in equal amounts from each pay, as the frequency of pay periods may require, upon receipt from each such member of a written authorization therefore in a form acceptable to the Town. The amounts of such deductions for Union dues and services fees are to be transmitted to the duly elected Treasurer of the Union by the 8th day of each successive month.
- c. The Union agrees to indemnify the Town and hold it harmless for any and all claims and liabilities asserted or rendered against the Town, including without limitation any orders, judgments and costs incurred by it which may arise out of such payroll deductions.
- d. The Union will notify the Town in writing not less than thirty (30) days prior to any change in the amount of Union dues and service fees.

Section 1.3 Union Officers and Representatives.

A written list of Union officers and representatives shall be furnished to the Town immediately after designation, and the Union shall immediately notify the Town of any changes therein.

ARTICLE 2

NON-DISCRIMINATION

Section 2.1 General.

Neither the Town nor the Union shall unlawfully discriminate against any employee in the bargaining unit because of such employee's age, sex, gender, gender identity or expression, marital status, race, religion, color, creed, national origin, physical handicap, political affiliation, or any other lawfully prohibited basis of discrimination.

Section 2.2 Union Activity.

The Town shall not unlawfully discriminate against any employee in the bargaining unit because of membership in, or legitimate activity on behalf of the Union. The Town and Union further agree that each shall not discriminate against any employee for declining membership in the Union or refraining from engaging in any activities of the Union protected by the Rhode Island State Labor Relations Act.

Section 2.3

Gender.

The use of any gender in this Agreement shall be construed as including all genders and not as a restriction on sex or gender unless the context in which such reference is made implies a contrary construction.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1.a

Except to the extent that there is contained in this Agreement an 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 Town, including, but not limited to, the rights to manage the affairs of the Town; to maintain the methods, means, processes and personnel by which its operations are to be conducted; to determine the schedules and hours of work and the assignment of employees to work; to require from each employee the efficient utilization of her services; to maintain standards of quality of work and productivity; 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 establish and enforce personnel policies and rules relating to the duties, responsibilities and working conditions of employees; to discipline employees for just cause, up to and including termination; 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 Town government. The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Administrator by virtue of statutory and Charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement. The provisions of Article IX ("Personnel") of the Town Charter and Chapter 37 ("Civil Service") of the Town Code are incorporated in this Agreement, except where the provisions hereof are clearly at the variance therewith, in which cases the provisions of this Agreement shall be controlling.

The rights and powers of the Town set forth in this article do not list or limit all such powers, and the rights listed together with all other rights, powers, and prerogatives of the Town, not specifically ceded in this Agreement, remain vested exclusively in the Town.

The exercise by the Town of, or its waiver of, or its failure to exercise its full managerial rights or decisions on any matter or occasion, shall not be a precedent or be binding on the Town, nor the subject or basis of any grievance. The Town's rights of management shall not be amended or limited by any claimed or unwritten custom, past practice, or informal agreement, nor by any claim the Town has condoned or tolerated any practice or any act or acts of any employees.

No provision of this Agreement shall be construed or applied in derogation of any authority granted to the Town by law.

Section 3.1.b The only past practices of the parties which are intended to be binding on future conduct are those which the parties have expressly agreed upon as being binding practices in a writing signed by both parties and included in this Agreement.

ARTICLE 4

STRIKES AND LOCKOUTS

The Union will not cause, call or sanction any form of unlawful concerted activity, including without limitation a strike, work stoppage or slow-down, nor will the Town lock out its employees, during the term of this Agreement.

ARTICLE 5

PROBATIONARY PERIOD

Section 5.1 All original appointments within the classified service shall be for a probationary period of one (1) year from the date of hire as defined under Section 906 of the Town Charter and Chapter 37 of the Town Code, entitled "Civil Service".

Section 5.2 Probationary employees shall be entitled to receive salary increments and fringe benefits as provided by the Agreement. The Town shall have the complete discretion during the probationary period to determine whether or not to retain any employee for any reason. An employee shall not have the right to grieve or arbitrate the imposition of discipline or dismissal from employment during the probationary period

Section 5.3 Upon completion of the probationary period, employees shall be considered as permanent employees and shall be given credit on the seniority list retroactive to the date of actual service.

ARTICLE 6

SENIORITY

Section 6.1.a **Definition of Seniority.**

1. **JOB CLASSIFICATION SENIORITY** is the length of service of a bargaining unit member in a present position within a job classification (clerk, custodian, building inspector, animal control officer, general ledger accountant) within the bargaining unit.
2. **BARGAINING UNIT SENIORITY** is the total length of service for all bargaining unit positions held by a bargaining unit member.

Section 6.1.b **Seniority shall govern accordingly, unless otherwise provided in this Agreement:**

1. with respect to layoffs, recalls, transfers, promotions - by job classification seniority.
2. with respect to vacation preferences, shifts, and days off - by job classification seniority within Departments.

Section 6.1.c **Lists.** Town shall establish two (2) seniority lists containing the seniority dates: (1) by job classification; and (2) by bargaining unit, which shall be updated annually on or before August 1. A copy of each list and annual update shall be furnished to the Union President upon completion, but no later than August 1.

Any disagreement as to the accuracy of said seniority list on the part of the Union, an employee or group of employees, shall be subject to the grievance and arbitration provisions of this Agreement and submitted to the Town Administrator within thirty (30) days of the Union President's receipt of said seniority lists, provided further that the accuracy of the initial Bargaining Unit Seniority list, established with the 1994-97 contract is permanent.

Section 6.1.d An employee shall forfeit all seniority rights accrued in the event that the employee:

1. is discharged for cause;
2. terminates employment voluntarily; or
3. fails to give notice within the five (5) working day period outlined in Section 6.2.c of this Article.

Section 6.1.e Employees whose jobs are abolished or eliminated shall be permitted to exercise their seniority rights in accordance with the lay-off provisions of Section 6.2 of this Article.

Section 6.2 **Lay-Off and Recall.**

Section 6.2.a Whenever layoffs or a reduction of hours worked by an employee becomes necessary due to budgetary constraints or lack of work, affected employees will be laid off on the basis of their job classification seniority and those with the least seniority shall be laid off first.

Prior to any such action, the Town Administrator shall meet with bargaining unit officers to discuss reasons for the action and identify those affected employees. Employees subject to layoff shall be entitled to two (2) weeks notice before layoff.

Section 6.2.b Whenever it becomes necessary to increase the work force, employees who have been subject to layoff within the past year shall be recalled in the reverse order of their layoff before any new employee is hired provided the employee is qualified for the position sought.

Section 6.2.c An employee who is eligible for recall shall be given fourteen (14) calendar days' notice of recall by certified mail. The certified mail notice shall be sent to the employee's address on file with the Human Resource's Division payroll records, with a copy to the Union. A laid off employee must notify the Town Administrator of her intention to return within five (5) working days of notice being received. The employee is responsible to provide the Human Resources Division with her latest mailing address.

Section 6.2.d Seniority shall be cumulative during periods of layoff up to a maximum of two (2) years.

Section 6.3 **Leaves of Absence.** An employee returning from a leave of absence shall be reinstated in her previously held position. When the previously held position no longer exists, the returning employee shall be permitted to exercise her: (1) job classification seniority; and (2) bargaining unit seniority, provided she is qualified for the position she seeks in accordance with the terms of Section 6.2 of this Article.

Section 6.4 **Grievability.** Any employee aggrieved with respect to seniority rights, as provided for in this Article, shall have the right to process the matter through the grievance procedure provided for in this Agreement.

ARTICLE 7

PROMOTIONS/VACANCIES/NEW POSITIONS/TRANSFERS

Section 7.1.a **Promotions/Vacancies/New Positions.** Whenever a promotional position, vacancy or new position within a Department becomes available, and if the Town determines to fill same, the Town shall determine the minimum qualifications necessary for the position and shall conduct such examinations and reviews as are deemed appropriate to determine the qualification of the applicants in accordance with Sections 903(c) and 903(d) of the Town Charter. The Town shall notify the Union President within 45 days of the creation of the vacancy if it determines not to fill.

Section 7.1.b Bargaining unit members who are applying for a promotional position shall have the following points added to their promotional exams, based upon their length of service:

1 - 2 years	-	1 point
3 years	-	3 points
4 years	-	4 points
5 years	-	5 points
6 - 10 years	-	7 points
10+ years	-	10 points

(Promotional examination points and points added for length of service in the bargaining unit shall have a total of 110 points)

Section 7.1.c Said positions shall be posted for a period of ten (10) working days. Such posting shall designate the job classification, job description, qualifications, departments, rate of pay, shift and location of the job.

Vacancies may be filled with temporary employees for no more than three months, except vacancies which occur due to promotions, in which case they may be temporarily filled for up to six months. In the case of approved leaves of absence (Article 8.6.b), the position may be filled for the duration of the leave. The three-month provision may be extended by mutual agreement in extraordinary circumstances.

- Section 7.1.d** Appointments shall be made in accordance with the provisions of Section 903(d) of the Town Charter.
- Section 7.1.e** The most qualified applicant who meets the minimum qualifications, as determined by the Town, shall be offered the position in accordance with the provisions of Chapter 37.028 of the Town Code, except that in the case of ties in the final rating, names shall be placed on the list by bargaining unit seniority. Notwithstanding anything herein to the contrary, in filling any promotional vacancy, it is agreed and recognized that consideration shall be given by the Town to ability, qualifications and seniority, as well as the performance history, attendance, punctuality, and such other factors in the applicants' employment histories as may be relevant, all as discretionarily determined by the Town. Where ability and qualifications are adjudged relatively equal by the Town between or among applicants for a promotional vacancy, the Town's discretionary determination in assessing ability and qualifications in its selection of the successful applicant may not be disturbed by an arbitrator, unless such discretion is exercised in an arbitrary and capricious manner, as proven by clear and convincing evidence.
- Section 7.1.f** An employee who bids for a higher paying position and is awarded said bid, shall be placed at the first step that represents a pay increase for the higher pay grade.
- Section 7.1.g** In the event of a dispute over the awarding of a promotion, vacancy or new position, the grievance and arbitration procedures set forth in this Agreement shall apply; subject however to the limitations on the arbitrator's authority as set forth in Section 7.1.e.
- Section 7.2.a** **Probational Trial Periods.** All permanent employee promotional appointments and transfers within the classified service of the bargaining unit shall be subject to a probational trial period of six (6) months. It is understood that during this probational trial period the employee will be given sufficient training to familiarize herself with the new position. During this period, the employee will continue to accumulate the classification seniority within the class title most recently held.
- Section 7.2.b** In the event the Town decides that the employee is not satisfactorily performing the prescribed duties of the new job, or the employee decides that she prefers her previous position prior to the end of the trial period, she will be returned without prejudice to her previous position. The person hired to fill her previous position may be dismissed from her probationary status in that position at the discretion of the Town Administrator.
- Section 7.2.c** If an employee voluntarily returns to her previous position, she will not be considered for promotion to the same job classification she vacated for a period not to exceed twelve (12) months.
- Section 7.2.d** If an employee is on leave without pay or absent due to an illness or injury (for an extended period of time) during her probational trial period, that probational trial period will be extended a comparable length of time to ensure sufficient evaluation opportunity by the Department Head.
- Section 7.3** **Transfers.** When an employee is transferred, said employee shall retain all rights accrued pursuant to this Agreement prior to said transfer. Prior to any voluntary or involuntary

transfer, the Town Administrator shall meet with the employee(s) and the Union President, or her designee, to discuss the need for said transfer.

ARTICLE 8

HOURS OF WORK/JOB DESCRIPTION/ JOB REPLACEMENT

Section 8.1.a **Normal Work Week.** Full-time positions shall have one of the following regular work weeks as indicated:

1. Thirty-five (35) hour work week - five (5) seven (7) hour consecutive working days;
2. Forty (40) hour work week - five (5) eight (8) hour consecutive working days;
3. Non-standard schedule.

Section 8.1.b The normal work day shall be from 7:30 A.M. to 5:00 P.M. with a one (1) hour lunch period scheduled with the approval of the Department Head. The Department Head may adjust work schedules to meet the needs of the department.

Section 8.1.c The regular duty hours for the animal control officer and the police mechanic will be Monday through Friday from 7:00 A.M. to 3:30 P.M. (excluding contractual holidays) with a one half hour lunch.

Section 8.1.d The regular duty hours of the Administrative Assistant II assigned to the Police Department shall be forty (40) hours per week, Monday through Friday from 7:00 A.M. to 4:00 P.M. with a one (1) hour lunch period scheduled with the approval of the Department Head. The Department Head may adjust work schedules to meet the needs of the department.

Section 8.1.e The regular duty hours of the Administrative Assistant II assigned to the Fire Department shall be forty (40) hours per week, Monday through Friday from 7:30 A.M. to 4:30 P.M. with a one (1) hour lunch period scheduled with the approval of the Department Head. The Department Head may adjust work schedules to meet the needs of the department.

Section 8.2 **Overtime**

Section 8.2.a Overtime shall refer to work officially ordered or approved by the Town Administrator or his designee in excess of an employee's normal work week.

Section 8.2.b Time and one-half shall be paid to an employee for all work performed in excess of her standard work day. Time and one-half the hourly rate shall be paid to an employee for all work performed on Sundays or Holidays.

Section 8.2.c Overtime shall be computed for all services performed in excess of the regularly scheduled hours of duty to the nearest half-hour.

- Section 8.2.d** Call-back time is when an employee is ordered to report back to work after departing from their regularly scheduled shift. Call-back time shall be compensated at the rate of time and one-half (1.5) the regular hourly rate and time and one-half (1.5) the regular hourly rate for work on Sundays and holidays. Minimum callback pay shall be two (2) hours.
- Section 8.3.a** **Distribution of Overtime.** Regular and foreseeable overtime shall be offered by job classification seniority to employees on a rotating basis, as approved by the Town Administrator.
- Section 8.3.b** First preference for overtime work shall be offered to the employee for whose job the work is necessary.
Second preference shall be given to any employee within the same department capable of performing the required work.
Third preference shall be given to any Employee within the bargaining unit capable of performing the required work.
- Section 8.3.c** In the event that no employee elects to accept overtime, the supervisor shall assign the least senior qualified employee to the overtime assignment.
- Section 8.3.d** In those cases where a legitimate concern is expressed as to the assignment of overtime within a department, such concern shall be discussed with the Department Head.
- Section 8.4.a** **Job Descriptions.** All job descriptions for positions that are covered by this Agreement shall be considered as a part of this Agreement; provided however, that it is understood and agreed that job descriptions are merely illustrative and subject to modification by the Town after consultation with the Union. A copy of each job description for each bargaining unit position shall be furnished to the Union President.
- Section 8.4.b** Prior to the adoption of any new or modification of any present job description, the Union shall have the right to review and comment on them.
- Section 8.4.c** The Union President or her designee shall be informed of any changes in job descriptions of positions covered by this Agreement.
- Section 8.5** **Personnel Files.** An employee has the right to see the official personnel file regarding her job performance maintained by the Human Resources Office. An employee has the right to attach any material as a rebuttal or explanation of performance. An employee, in writing, may grant permission to allow a Union representative designated by the Union President, to view and obtain copies of material contained in her file.
- Section 8.6.a** **Leave of Absence.** An employee covered by the terms of this Agreement may be eligible for a leave of absence, not to exceed six (6) months. The employee must request said leave from the Town Administrator, in writing, not less than thirty (30) days prior to the commencement of said leave unless it is an emergency. An additional six (6) months leave of absence may be requested by an employee, in writing, with the thirty (30) days' notice to the Town Administrator. As the provisions of this agreement are short term rewards for active service, employees who are absent for active military service shall be entitled to none of the benefits of this Agreement, including but not limited to the accrual of any

annual or sick leave, except to the extent they are expressly granted eligibility for certain benefits in other Articles of this Agreement or as may otherwise be required by law.

Section 8.6.b When an employee is on a leave of absence, a temporary employee may be hired for the duration of the leave.

ARTICLE 9

SALARIES AND WAGES

Section 9.1

Salaries are set forth in Appendix A.

Salary increases for existing employees as follows:

FY2023: 2% effective July 1, 2022

FY2024: 2% effective July 1, 2023

FY2025: 2% effective July 1, 2024

Effective July 1, 2022, Appendix A shall be amended by adding an additional Step to each job classification. Thus, the Steps shall range from "A" to "D." Those individuals who are at or below Step C as of June 30, 2015 shall not advance beyond Step D.

Those individuals who are at Steps D or E as of June 30, 2015, will move to Step E, but their salaries will be red circled at the then current level, but subject to the pay increases set forth above.

Section 9.1.a

Contract Resolution Stipend. Each employee shall receive a one-time \$500.00 lump sum contract resolution stipend payable in the first payroll period after this Agreement, for the period July 1, 2022, to June 30, 2025, is signed. This provision shall sunset and be of no further force and effect after the one-time \$500.00 lump sum contract resolution stipend is paid to each member of the bargaining unit.

Section 9.2

Administration Position Classification. This is a modification of job classification position titles. The respective current job classification position titles shall remain the same and become sub-classifications of the generic job classifications. (e.g. Clerk, Custodian, Animal Control Officer, Assistant Building Inspector).

Current Position	Grade Classification	Title Classification
Records Clerk-Police	6	Clerk
Facilities Maintenance	5	Custodian
Custodian Police Department	5A	Custodian
Tax Collections Clerk	8	Clerk

Finance/HR Clerk	7	Clerk
Clerk –Land Evidence	6	Clerk
Clerk-Probate	6	Clerk
Assessment Clerk 1	6	Clerk
Voter Registrar/Municipal Court	6A	Clerk
Mechanic Police Dept	6A	Mechanic
Administrative Assistant I	7	Administrative Assistant
Administrative Assistant II (40 hrs)	8	Administrative Assistant
Animal Control Officer	8	Animal Control Officer
Supervising Assessing Clerk	8	Clerk
Sewer Collections Clerk	8	Clerk
Asst Building Inspector	11	Asst Building Inspector
Accts Payable Clerk	9	Clerk
Zoning Enforcement Officer	8A	Zoning EO
Technology Suppt Specialist	11A	Tech Support Specialist
General Ledger Accountant	11A	General Ledger Accountant
Principle Planner/GIS	11A	Principle Planner

Section 9.2.a **Mechanic Police Department.** Individuals employed as Mechanic Police Department as of July 1, 2022, shall be compensated at Step E while employed within the Mechanic Title Classification.

Section 9.3 **Employee Promotions**

Section 9.3.a **Salary Determination.** An employee who is promoted to a higher classification shall be placed at the first step representing a pay increase for the higher pay grade.

Section 9.3.b **Anniversary Date.** An employee's anniversary date shall be the initial date of employment, provided the employee remains in her employment on a continuous basis.

Section 9.3.c **Salary Increment Date.** An employee's regular salary increment date shall be determined as of the starting date in her current position. Upon reclassification, the salary increment date will be the effective date of the reclassification action.

Section 9.3.d **Work in Higher Classification.** If an employee is required to work out of classification for a minimum of five (5) full, consecutive workdays assuming the responsibilities of the higher classification position, the employee will be compensated at the higher classification level. If disputed, the employee may either follow the grievance procedure or may have an informal hearing directly with the Department Head and Town Administrator. Such employee retains the right to have a Union representative attend the hearing with the Town Administrator and Department Head.

Section 9.3.e **Temporary Disability Insurance.** The Town agrees to deduct the statutorily required amounts from each employee's salary to cover the Rhode Island Temporary Disability Insurance Program.

ARTICLE 10

LONGEVITY

Section 10.1 All employees hired prior to July 1, 2012 with more than four (4) years of continuous service will receive longevity payments in accordance with the schedule below:

Upon the commencement of the 5th year	5.25% of base salary
Upon the commencement of the 10th year	6.25% of base salary
Upon the commencement of the 15th year	7.25% of base salary
Upon the commencement of the 20th year	8.25% of base salary

Employees hired on or after July 1, 2012 shall not receive longevity payments.

Section 10.1.a For employees hired prior to July 1, 2012, time while on layoff shall not be counted in determining an employee's continuous service under Section 10.1 herein.

Section 10.2 Employees hired prior to July 1, 2012 will have the option of receiving their longevity payment in one lump sum on the pay date following their anniversary date, or receiving their longevity payment spread over the 26 bi-weekly pay periods, beginning on the pay date following their anniversary date. Employees must elect the bi-weekly option on their anniversary date, and those who elect to receive longevity on a bi-weekly basis, cannot change this election until their next anniversary date. Longevity payments will be added to the employee's annual salary for pension purposes.

ARTICLE 11

PENSION

Section 11.1 The parties agree that the Town may employ or retain any administrator for purposes of investing, assisting the Town in determining and altering investment strategies from time to time and otherwise administer the plan and its funds, provided, however, that the benefits owed to present and future retirees shall not be affected by any change in administrators, investments or investment strategies, as the parties intend this to be a defined benefits plan.

Section 11.2 All employees hired after June 30, 1999, but before July 1, 2012, under the terms of this Agreement shall be enrolled in the Rhode Island Municipal Employees' Retirement System.

Section 11.3 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 shall contribute six percent (6%) of the employee's annual compensation (as set forth in Appendix A),

excluding overtime, into this plan. Employees enrolled in this plan shall contribute a minimum of six percent (6%) of the employee's annual compensation (as set forth in Appendix A), 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 12

HOLIDAYS

- Section 12.1** All employees covered by this Agreement shall be entitled to twelve (12) paid holidays. The holidays are as follows: New Year's Day, President's Day, Memorial Day, Juneteenth, Independence Day, Victory Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Martin Luther King's Birthday.
- Section 12.2** Whenever a holiday falls during an employee's annual leave or sick leave, the employee shall not be charged for that day off.
- Section 12.3** In the event that a holiday falls on a Saturday, employees shall have the preceding Friday as the holiday. In the event that the holiday falls on a Sunday, employees shall have the following Monday as the holiday.

ARTICLE 13

ANNUAL LEAVE

- Section 13.1.a** Annual leave shall be granted to members of the bargaining unit as follows:
- | | |
|-------------------------------|--|
| 0 through year 1 of service | Based on accrual rate of 0.75 day/month of service |
| 1 through 3 years of service | 9 working days |
| 4 through 5 years of service | 12 working days |
| 6 through 15 years of service | 19 working days |
| After 15 years of service | 26 working days |
- Section 13.1.b** Annual Leave shall be credited as of July 1st of each fiscal year. In the event an employee is laid off and then recalled, the employee shall be credited, on the next July 1st following recall, with a pro rata share of annual leave in accordance with Section 13.1.a herein based on the amount of time the employee had worked during the year of his/her layoff. New employees, who have not completed a full year as of July 1st, will receive the amount they have accrued since their hire date, on July 1st. The remainder will be credited to them on their 1-year anniversary date.

- Section 13.1.c** Department heads shall be responsible for the approval of vacation periods of employees under their jurisdiction in accordance with seniority, as contained in this Agreement, and subject to the service demands of their department.
- Section 13.1.d** Employees shall not be called back to work while on vacation except for emergency work, and if called back, shall have the regular vacation day restored and shall receive time and one-half (1.5) for hours worked.
- Section 13.1.e** Annual leave may be accumulated up to a maximum of sixty (60) days. For those employees hired on or after 7/1/2007 annual leave may be accumulated up to a maximum of forty-five (45) days. For those employees hired on or after 7/1/2015, annual leave may be accumulated up to a maximum of thirty (30) days.
- Section 13.1.f** Employees shall be allowed to sell back up to five (5) days of annual leave to the Town each year at their salary rate provided funds are available.
- Section 13.2.a** **Personal Leave.** Employees covered by the terms of this Agreement shall receive twenty-eight (28) hours of personal leave per year, which cannot be accumulated from one fiscal year to the next.
- Section 13.2b** In addition, all members of the bargaining unit shall receive as a personal leave day, the day following Thanksgiving.

ARTICLE 14

SICK LEAVE

- Section 14.1** Sick leave shall accrue at the rate of 13 days per fiscal year, credited as of July 1st of each fiscal year. New employees shall earn one (1) day of sick leave per month through June 30, granted in advance.
- Section 14.1.a** In the event an employee is laid off and then recalled, the employee shall be granted, on the next July 1st following recall, a pro rata share of sick leave in accordance with Section 14.1 herein based on the amount of time the employee had worked during the year of her layoff.
- Section 14.2** Sick leave shall be defined as leave with pay because of an employee's inability to perform her regular duties caused by personal illness, physical incapacity, non-work-related injury (all of which was not voluntarily caused), exposure to a contagious disease or enforced quarantine (when established and declared by the Department of Health or other competent authority for the period of such quarantine only).
- Sick leave will not be allowed or granted unless notification and reporting of the illness or injury is given to the Town by the employee prior to the time she is scheduled to start work, otherwise sick leave shall be denied. Said notification and

reporting shall include the probable duration of intended absence, as well as all relevant medical facts supporting the request for sick leave.

If an employee discharges sick leave pursuant to this article for a period in excess of three (3) consecutive days, then said employee shall be required to submit a physician's certificate to the Town. Notwithstanding any provision to the contrary, if an employee discharges sick leave in a pattern of suspected abuse, the Town may require authentication of such illness and the employee's functional impairment from performing his regular duties. Additionally, any employee who has used sick leave on six (6) separate occasions (regardless of the amount of time used on each such occasion) in a calendar year, may be required to provide a health care provider certificate to the Town if so requested, for each subsequent day of discharging sick leave. The employee may be required to use a medical certification form provided by the Town to be completed by her health care provider at no expense to the employee, which shall include all relevant medical facts supporting the discharge of sick leave.

Employees and the Union acknowledge that regular and predictable attendance is an essential function of their employment. Violation of any of the sick leave provisions contained herein, the abuse of sick leave, or the making of a false claim for sick leave shall subject the employee chargeable therewith to disciplinary action and/or the requirement to make restitution.

Section 14.3 Upon retirement, death, or resignation from Town employment, an employee covered under the terms of this Agreement shall be paid for all unused, accrued sick leave at the rate of two dollars (\$2) per hour accrued to a maximum of one thousand two hundred dollars (\$1200.00). This payment shall not be included for pension purposes.

Section 14.4 Employees shall have the right to use ten (10) days of accrued sick leave to care for a sick child, parent, spouse and domestic partner. Domestic partner shall be defined as a person for whom the employee has obtained domestic partner health insurance benefits pursuant to the Town's group medical insurance plan carrier's then-prevailing rules.

ARTICLE 15

BEREAVEMENT LEAVE

Section 15.1 Bereavement leave of up to three (3) days shall be granted, without loss of pay for employees, following the death of the following family members: sister, brother, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, step-child, step-parent and domestic partner. Domestic partner shall be defined as a person for whom the employee has obtained domestic partner health insurance benefits pursuant to the Town's group medical insurance plan carrier's then-prevailing rules.

- Section 15.2** Bereavement leave of up to four (4) days shall be granted, without loss of pay for employees, following the death of the following family members: spouse, parent, and child.
- Section 15.3** In the case of other family members, appropriate time off shall be granted for the purpose of attending the wake and/or funeral.
- Section 15.4.** More time in individual cases, due to unusual circumstances or for reasons other than those cited above shall be granted subject to the discretion of the Town Administrator.
- Section 15.5** If a death occurs in the immediate family during an employee's vacation, applicable bereavement leave days following within the funeral week will not be charged to annual leave.
- Section 15.6** When required and discretionarily approved by the Town Administrator, additional time shall be charged to annual leave.

ARTICLE 16

UNION BUSINESS LEAVE

- Section 16.1** The President and other officers of the Union shall be granted reasonable time off during working hours without loss of pay for negotiations with the Town.

In addition the President or her designee shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances, attend meetings with the Town Administrator, including grievance hearings with the Town Administrator and/or arbitration; provided however, the Town may compensate an employee for work hours lost in preparation for collective bargaining agreement negotiations, grievance arbitration, interest arbitration, unfair labor practice hearings or any contested adversary proceeding between the Town and the Union, or any employee or bargaining unit member it represents. Notwithstanding any other provision contained within this section, the Town may refuse to grant leave under this section if, in the Town Administrator's judgment, an employee's absence would adversely impact the proper operations of a department

ARTICLE 17

MATERNITY AND PARENTAL LEAVE

- Section 17.1.a** **Maternity Leave.** A pregnant employee so certified by a physician shall be entitled to use accrued sick leave for anytime she is unable to work for medical reasons

- Section 17.1.b** At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- Section 17.1.c** A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties and her continuance at work does not deprive her fellow employees of their contractual rights.
- Section 17.1.d** Employment practices and policies including commencement and duration of leave, the availability of leave extensions, accrual of seniority, all health and temporary disability insurance, and all other benefits and privileges shall be applied equally to female employees on leave due to pregnancy, miscarriage and childbirth and upon return, they shall be restored to the position they held at the time such leave commenced.
- Section 17.2.a** **Maternity Leave Without Pay.** An employee who becomes pregnant may elect to request maternity leave, without pay, not to exceed one (1) year, at any time upon submission of a doctor's statement certifying pregnancy and the anticipated date of childbirth. Such leave must be requested at least thirty (30) days in advance of the requested starting date for leave.
- Section 17.2.b** An employee on such leave shall be entitled to reinstatement in the same position upon return, provided the Department Head is notified thirty (30) days in advance of the employee's intent to return.
- Section 17.3.a** **Parental/Family Leave.** In lieu of maternity leave an employee may elect parental or family leave without pay, not to exceed one (1) year, as defined in Title 28, Chapter 48 of the Rhode Island General Laws. Such leave must be requested at least thirty days (30) prior to the requested starting date of such leave.
- Section 17.3.b** An employee on parental/family leave may remain in the Town group health and dental insurance plans by making the payment of the full cost of said insurance on a monthly basis. The Town shall return such payments to the employee within ten (10) working days following the employee's return to employment.
- Section 17.3.c** At the expiration of Parental/Family leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- Section 17.3.d** If an employee makes a request to return to work earlier than the date specified in granting the leave, the Town will reemploy her upon thirty (30) day written notice.
- Section 17.4.a** All accumulated sick leave and all other leave benefits to which an employee was entitled at the time her leave of absence commenced shall continue upon return to duty.
- Section 17.4.b** The provisions of this Article shall not, in any way, diminish the rights of bargaining unit members under Chapter 28-48 of the General Laws of Rhode Island.

Section 17.4.c

Any leave taken pursuant to this Article 17 shall run concurrently with any leave entitlement under applicable family medical leave laws and / or the Rhode Island Temporary Caregiver Insurance act, unless otherwise required by law.

ARTICLE 18

HEALTH AND DENTAL INSURANCE

Section 18.1.

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 \$50.00
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

The Town reserves the right to implement PrudentRx with at least ninety (90) days advance notice to the Union.

Legal dependents shall be determined as required by Rhode Island law.

All employees hired after July 1, 1998 shall contribute twenty percent (20%) of the cost of health and dental benefits on a pre-tax basis.

All employees hired prior to July 1, 1998 shall contribute ten percent (10%) of the cost of health and dental benefits on a pre-tax basis, beginning in FY2005.

Those employees enrolled in the Blue Cross Classic plan as of the date of this Agreement, shall transfer to the PPO plan described above.

Section 18.2

Dental Insurance - 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 18.3

An employee covered by this Agreement who, after twenty-five (25) years of employment with the Town retires shall be entitled to continued individual or continued family coverage under the Town's then existing health insurance program

until she attains the age of sixty-five (65) years, provided, such employee continues to contribute fifty percent (50%) of the cost of such coverage upon such terms and conditions as the Town may from time to time, prescribe.

Section 18.4 The Town may, in its discretion and with prior negotiations with the Executive Board of the union, opt to provide any of the insurance coverage provided for by this Agreement, through an arrangement with an alternate carrier, with the express condition that the benefits and services provided by the alternate carrier are to be substantially equivalent or substantially the same level of coverage as those set forth in this Agreement.

Section 18.5.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 shall not be required to maintain the group health and/or dental insurance coverage for the employee under this Agreement during the period he or she is eligible for coverage under the spouse's plan. If both the employee and the spouse are covered by this Agreement, the Town will provide the employees with only one health and/or dental insurance plan.

Section 18.6 **Life Insurance** Each employee covered by this Agreement shall receive Group Term Life Insurance with a benefit = \$100,000, paid for by the Town.

ARTICLE 19

INCLEMENT WEATHER

The Town may suspend work, without loss of pay, during extreme weather conditions as determined by the Town Administrator, in which case all bargaining unit members shall be notified and allowed to leave.

ARTICLE 20

CAR ALLOWANCE

Employees who are required to use their personal automobiles on Town business shall be compensated for the actual miles driven on Town business at the current I.R.S. rate.

ARTICLE 21

BULLETIN BOARDS AND POSTING OF VACANCIES

Section 21.1 **Bulletin Boards.** The Town agrees to provide bulletin board space where notice of Town and Union matters may be posted. No partisan political literature or materials,

nor materials ridiculing, discriminating, defaming, bullying or disparaging individuals by name or obvious direct reference, shall be posted.

Section 21.2 **Posting of Vacancies.** The Town agrees to post vacancies it determines to fill within seven (7) calendar days of that determination. The President of the Union will be notified of any vacancies which may affect members of the Union within seven (7) days of the the Town's determination to fill any such vacancies.

ARTICLE 22

DISCHARGE AND DISCIPLINE

Section 22.1 Termination or the imposition of other forms of discipline of any employee who has completed the probationary period may be made only for just cause and in accordance with the following provisions.

Section 22.2 Each employee shall be furnished with a copy of all disciplinary entries in her personnel record maintained by her Human Resource Office and shall be permitted to respond thereto. The contents of any employee's personnel record shall be disclosed to the employee upon her **written** request.

Section 22.3 No materials derogatory to an employee's conduct, service, character or personality will be placed in her personnel file unless she has had an opportunity to review the material. However, material obtained relative to an employee's initial employment, including references, shall be considered confidential and not subject to review by the employee.

Section 22.4. After a period of two (2) years, if an employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel records.

Section 22.5 To avoid the imposition of any arbitrary discipline, when a Department Head is not satisfied with the work performance of an employee, the employee shall be counseled in the presence of her Union representative in order to help improve the employee's work performance. Nothing herein shall be construed to limit the Department Head from providing direct remedial training to an employee who requires such to improve performance or enhance her efficiency.

ARTICLE 23

GRIEVANCE PROCEDURE AND ARBITRATION

Section 23.1 The purpose of the grievance procedure shall be to settle employee grievances arising out of the interpretation and application of this Agreement on as low a level as possible and as quickly as possible to ensure efficiency and high employee morale. A grievance is a dispute

between the member (or the Union) and the Town which involves the application, meaning or interpretation of the express provisions of this Agreement; provided however that a member shall not have the right to grieve or arbitrate the imposition of discipline or her dismissal from employment during her probationary period. The procedures set forth in this section shall comprise the sole and exclusive dispute resolution process for a grievance. Any grievance presented in accordance with the procedures set forth herein shall include: the facts giving rise to the grievance, the provision(s) of the Agreement, if any, alleged to have been violated; the name(s) of the aggrieved member(s); and the remedy sought. A grievance shall be signed and dated by the aggrieved member(s) and a duly authorized Union representative. The time limitations set forth in this article are of the essence of this Agreement and the failure by a member (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in this article, the Town and Union may extend them by mutual written agreement.

STEP 1: The employee(s) involved and/or the Union representative shall meet with the immediate supervisor in an effort to resolve the grievance.

STEP 2: If no agreement is reached after presentation thereof, the grievance shall be reduced to writing and submitted to the Department Head within twenty (20) days of the occurrence of the incident. The written grievance shall be forwarded by hand or by certified mail, restricted delivery, return receipt requested. Within three (3) working days the Department Head shall meet and discuss the grievance with the immediate supervisor, Union representative and grievant. A written decision will be given by the Department Head within five (5) working days after such meeting.

STEP 3: If the Union and/or the employee is not satisfied with the decision at Step 2, a representative of the Union shall file the written grievance with the Town Administrator within five (5) working days of the Department Head's decision in Step 2.

The grievance shall be heard by the Town Administrator within five (5) working days of receipt of said grievance and render a decision within five (5) working days following the hearing.

Section 23.2

If a grievance is not resolved under the steps outlined above, it may be submitted to arbitration by either party upon written notice of the other party within thirty (30) days of the decision at Step 3. Said arbitration will be held under the Voluntary Labor Arbitration Rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding. The expenses incident to the arbitration procedure shall be borne equally by the Town and the Union. The arbitrator shall have no power to add to, delete from, or modify any of the terms or provisions of this Agreement. The Arbitrator shall have no authority to imply terms which are not explicitly contained herein. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue an award which: (a) is violative or inconsistent with any of the terms of this Agreement or applicable law; (b) exceeds her jurisdiction and authority under law and this Agreement; (c)

involves any matter which by law or under the terms of this Agreement, is within the exclusive authority or prerogative of the Town; or (d) involves any matter wherein the Town's decision is final and binding under either the terms of this Agreement or by applicable law.

Section 23.3 The Union shall have the right to initiate a grievance where the action complained of is of a general nature or affects the Union itself. Such a grievance shall be processed beginning at Step 3.

Section 23.4 Any grievance filed under Article 6 shall be processed beginning at Step 3.

Section 23.5 If the employer fails to meet any deadline set forth above, the grievance shall be deemed to have been denied on that date, and the Union shall proceed to the next step if it wishes to continue to process the grievance. 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 a writing, signed by both parties, to extend the applicable time period in that case.

ARTICLE 24

ORDINANCE AMENDMENTS

Upon request, the Town shall provide the Union a copy of Town ordinances each time said ordinances are reprinted as a result of amendments.

ARTICLE 25

SAVINGS CLAUSE

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

ARTICLE 26

COST SAVINGS

The Union will work cooperatively with management to assist in identifying potential cost savings to the Town.

ARTICLE 27

ANIMAL CONTROL OFFICER /POLICE MECHANIC CLOTHING ALLOWANCE

- Section 27.1** The Animal Control Officer shall receive an amount equal to that paid to Town personnel required to wear a police uniform. It shall be paid to the Animal Control Officer on or before September 1st of each year, for the maintenance and upkeep of that uniform. The uniform shall consist of the following: pants, shirts, tie, belt, shoes, patches, hat, badge(s), rain gear, firearm (after training), ammunition, ammo pouch, handcuffs/pouch, holster, ASP, badge numbers, jackets, whistle and ID.
- Section 27.2** The Town shall replace uniforms and equipment (including personal eyeglasses and watch) lost or damaged by the Animal Control Officer performing his duties. Any damaged uniform or equipment shall be returned to the Chief of Police prior to the Town's purchase of a replacement.
- Section 27.3** If the Animal Control Officer terminates employment with less than ten (10) years of service or is terminated, he shall return all departmental issued items in useable condition to the Chief of Police within three (3) days of his last day of duty.
- Section 27.4** **Police Department Mechanic Clothing Allowance.** The annual clothing allowance for the Police Department Mechanic shall be six hundred dollars (\$600.00).

ARTICLE 28

EDUCATION

- Section 28.1** Each employee shall be reimbursed for courses, seminars, workshops, etc. upon submission of evidence of satisfactory completion of such courses to the Town Administrator. Advance, written approval shall be required for any such courses, etc., taken.

ARTICLE 29

DURATION

This Agreement shall be effective as of the 1st day of July 2022 and shall remain in effect until the 30th day of June, 2025.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this day 15th of August, A.D. 2022.

FOR THE MIDDLETOWN MUNICIPAL EMPLOYEES ASSOCIATION

Mary-Beth Sylvia

MaryBeth Sylvia, President NEARI/NEA Local 869

8-2-2022
Date

FOR THE TOWN OF MIDDLETOWN, RHODE ISLAND

Paul M. Rodrigues

Paul M. Rodrigues, Town Council President

8-15-2022
Date

Witness for Town:

Windy W. Marshall

8-15-2022
Date

Witness for Union:

Mary C. O'Byrne

8-2-2022
Date

APPENDIX A

FY 2023 + 2.0%

CLASS -	HOURLY	(1820 Hrs) ANNUAL	(2080 Hrs) ANNUAL
5 - A	20.8868	38,014.06	43,444.64
5 - B	21.9230	39,899.79	45,599.76
5 - C	23.0318	41,917.88	47,906.15
5 - D	24.1834	44,013.78	50,301.46
RED-CIRCLED 5 - E	25.3950	46,218.98	52,821.69
6 - A	21.9230	39,899.79	45,599.76
6 - B	23.0318	41,917.88	47,906.15
6 - C	24.1953	44,035.48	50,326.26
6 - D	25.4051	46,237.25	52,842.57
RED-CIRCLED 6 - E	26.6493	48,501.79	55,430.62
6A - A	22.8179	41,528.60	47,461.25
6A - B	23.9588	43,604.98	49,834.26
6A - C	25.1568	45,785.32	52,326.08
6A - D	26.4146	48,074.59	54,942.39
RED-CIRCLED 6A - E	27.7352	50,478.11	57,689.27
7 - A	23.0318	41,917.88	47,906.15
7 - B	24.1953	44,035.48	50,326.26
7 - C	25.3950	46,218.98	52,821.69
7 - D	26.6648	48,529.93	55,462.77
RED-CIRCLED 7 - E	27.9764	50,916.97	58,190.82
8 - A	24.1953	44,035.48	50,326.26
8 - B	25.3951	46,219.16	52,821.90
8 - C	26.6493	48,501.79	55,430.62
8 - D	27.9818	50,926.88	58,202.15
RED-CIRCLED 8 - E	29.3943	53,497.55	61,140.06
8A - A	26.0495	47,410.04	54,182.91
8A - B	27.2310	49,560.50	56,640.57
8A - C	28.4126	51,710.95	59,098.23
8A - D	29.8332	54,296.50	62,053.14
RED-CIRCLED 8A - E	30.8123	56,078.32	64,089.50
9 - A	26.6116	48,433.10	55,352.12
9 - B	27.8197	50,631.82	57,864.94
9 - C	29.0272	52,829.43	60,376.49
9 - D	30.4785	55,470.90	63,395.32
RED-CIRCLED 9 - E	31.4804	57,294.26	65,479.15
10 - A	26.1064	47,513.63	54,301.29
10 - B	27.4117	49,889.26	57,016.30
10 - C	28.7823	52,383.71	59,867.10
10 - D	30.2214	55,002.90	62,860.45
RED-CIRCLED 10 - E	31.7325	57,753.16	66,003.61
11 - A	27.9764	50,916.97	58,190.82
11 - B	29.3944	53,497.74	61,140.27
11 - C	30.8486	56,144.40	64,165.03
11 - D	32.3910	58,951.62	67,373.29
RED-CIRCLED 11 - E	34.0134	61,904.44	70,747.93
11A - A	30.4858	55,484.08	63,410.38
11A - B	32.0100	58,258.29	66,580.90
11A - C	33.6106	61,171.35	69,910.11
11A - D	35.2912	64,229.92	73,405.62
RED-CIRCLED 11A - E	37.0556	67,441.16	77,075.61

FY 2024 + 2.0%

CLASS -	HOURLY	(1820 Hrs) ANNUAL	(2080 Hrs) ANNUAL
5 - A	21.3046	38,774.34	44,313.53
5 - B	22.3614	40,697.79	46,511.76
5 - C	23.4924	42,756.24	48,864.28
5 - D	24.6671	44,894.05	51,307.49
RED-CIRCLED 5 - E	25.9029	47,143.36	53,878.12
6 - A	22.3614	40,697.79	46,511.76
6 - B	23.4924	42,756.24	48,864.28
6 - C	24.6792	44,916.19	51,332.79
6 - D	25.9132	47,162.00	53,899.43
RED-CIRCLED 6 - E	27.1823	49,471.83	56,539.23
6A - A	23.2743	42,359.17	48,410.48
6A - B	24.4380	44,477.08	50,830.95
6A - C	25.6599	46,701.03	53,372.60
6A - D	26.9429	49,036.08	56,041.23
RED-CIRCLED 6A - E	28.2899	51,487.68	58,843.06
7 - A	23.4924	42,756.24	48,864.28
7 - B	24.6792	44,916.19	51,332.79
7 - C	25.9029	47,143.36	53,878.12
7 - D	27.1981	49,500.52	56,572.03
RED-CIRCLED 7 - E	28.5359	51,935.31	59,354.64
8 - A	24.6792	44,916.19	51,332.79
8 - B	25.9030	47,143.55	53,878.34
8 - C	27.1823	49,471.83	56,539.23
8 - D	28.5414	51,945.42	59,366.19
RED-CIRCLED 8 - E	29.9821	54,567.50	62,362.86
8A - A	26.5705	48,358.24	55,266.56
8A - B	27.7757	50,551.71	57,773.38
8A - C	28.9809	52,745.17	60,280.19
8A - D	30.4299	55,382.43	63,294.20
RED-CIRCLED 8A - E	31.4285	57,199.88	65,371.30
9 - A	27.1438	49,401.77	56,459.16
9 - B	28.3761	51,644.46	59,022.24
9 - C	29.6077	53,886.02	61,584.02
9 - D	31.0881	56,580.32	64,663.22
RED-CIRCLED 9 - E	32.1100	58,440.14	66,788.74
10 - A	26.6285	48,463.90	55,387.32
10 - B	27.9599	50,887.05	58,156.63
10 - C	29.3579	53,431.38	61,064.44
10 - D	30.8258	56,102.95	64,117.66
RED-CIRCLED 10 - E	32.3672	58,908.22	67,323.68
11 - A	28.5359	51,935.31	59,354.64
11 - B	29.9822	54,567.69	62,363.07
11 - C	31.4655	57,267.29	65,448.33
11 - D	33.0388	60,130.66	68,720.75
RED-CIRCLED 11 - E	34.6937	63,142.53	72,162.89
11A - A	31.0955	56,593.76	64,678.59
11A - B	32.6502	59,423.45	67,912.52
11A - C	34.2828	62,394.78	71,308.32
11A - D	35.9970	65,514.52	74,873.73
RED-CIRCLED 11A - E	37.7967	68,789.98	78,617.12

FY 2025 + 2.0%

CLASS -	HOURLY	(1820 Hrs) ANNUAL	(2080 Hrs) ANNUAL
5 - A	21.7307	39,549.83	45,199.80
5 - B	22.8086	41,511.74	47,441.99
5 - C	23.9623	43,611.37	49,841.56
5 - D	25.1604	45,791.93	52,333.64
RED-CIRCLED 5 - E	26.4210	48,086.22	54,955.68
6 - A	22.8086	41,511.74	47,441.99
6 - B	23.9623	43,611.37	49,841.56
6 - C	25.1728	45,814.51	52,359.44
6 - D	26.4314	48,105.24	54,977.41
RED-CIRCLED 6 - E	27.7260	50,461.26	57,670.02
6A - A	23.7398	43,206.35	49,378.69
6A - B	24.9267	45,366.62	51,847.57
6A - C	26.1731	47,635.05	54,440.06
6A - D	27.4818	50,016.80	57,162.06
RED-CIRCLED 6A - E	28.8557	52,517.43	60,019.92
7 - A	23.9623	43,611.37	49,841.56
7 - B	25.1728	45,814.51	52,359.44
7 - C	26.4210	48,086.22	54,955.68
7 - D	27.7421	50,490.53	57,703.47
RED-CIRCLED 7 - E	29.1066	52,974.01	60,541.73
8 - A	25.1728	45,814.51	52,359.44
8 - B	26.4211	48,086.42	54,955.90
8 - C	27.7260	50,461.26	57,670.02
8 - D	29.1123	52,984.33	60,553.52
RED-CIRCLED 8 - E	30.5818	55,658.85	63,610.11
8A - A	27.1019	49,325.41	56,371.90
8A - B	28.3312	51,562.74	58,928.85
8A - C	29.5605	53,800.07	61,485.80
8A - D	31.0385	56,490.08	64,560.09
RED-CIRCLED 8A - E	32.0571	58,343.88	66,678.72
9 - A	27.6867	50,389.80	57,588.35
9 - B	28.9436	52,677.35	60,202.69
9 - C	30.1999	54,963.74	62,815.70
9 - D	31.7099	57,711.93	65,956.49
RED-CIRCLED 9 - E	32.7522	59,608.95	68,124.51
10 - A	27.1611	49,433.18	56,495.06
10 - B	28.5191	51,904.79	59,319.76
10 - C	29.9451	54,500.01	62,285.73
10 - D	31.4423	57,225.01	65,400.01
RED-CIRCLED 10 - E	33.0145	60,086.39	68,670.16
11 - A	29.1066	52,974.01	60,541.73
11 - B	30.5819	55,659.04	63,610.34
11 - C	32.0949	58,412.64	66,757.30
11 - D	33.6996	61,333.27	70,095.17
RED-CIRCLED 11 - E	35.3876	64,405.38	73,606.15
11A - A	31.7174	57,725.64	65,972.16
11A - B	33.3033	60,611.92	69,270.77
11A - C	34.9685	63,642.67	72,734.48
11A - D	36.7169	66,824.81	76,371.21
RED-CIRCLED 11A - E	38.5526	70,165.78	80,189.46

APPENDIX B

ARTICLE 18.1 HEALTH AND DENTAL INSURANCE

All new employees shall receive and sign a New Employee Notification of Health Insurance Co-Pay (below) statement prior to the first day of work. The intent of the statement is disclosure to new employees of the discrepancy in co-payment levels within the bargaining unit. Said statement shall be signed in triplicate, with one copy received by each: the Town, the employee, and the Union.

NEW EMPLOYEE NOTIFICATION OF HEALTH INSURANCE CO - PAYMENT

Effective with the 1998-2001 collective bargaining agreement and in accordance with Article 18.1 of the agreement, all employees hired after July 1, 1998, shall contribute 20% of the cost of health and dental insurance. Effective with the 2005-2007 collective bargaining agreement and in accordance with Article 18.1 of the agreement, all employees hired previous to July 1, 1998, shall contribute 10% of the cost of health and dental insurance.

Your signature below signifies that you are fully aware of these differences in benefit levels to bargaining unit members prior to the commencement of your employment with the Town.

Your signature is required in triplicate with one copy received by each: the Town, the employee, and the Union.

Signature

Date