

AGREEMENT
TOWN OF MIDDLETOWN, RHODE ISLAND
AND
TEAMSTERS LOCAL UNION NO. 251
PUBLIC WORKS DEPARTMENT

JULY 1, 2022 TO JUNE 30, 2025

A handwritten signature in blue ink, enclosed within a circular scribble.A handwritten signature in blue ink, located at the bottom right corner of the page.

TABLE OF CONTENTS

AGREEMENT	4
PRINCIPLES	4
ARTICLE I. RIGHTS OF MANAGEMENT	4
ARTICLE II. UNION RECOGNITION AND SECURITY	5
Section 1.	5
Section 2.	5
Section 3.	5
Section 4	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
Section 4. LICENSES/CERTIFICATION STIPENDS	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	11
Section 1.	11
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.	13
Section 4.	13
Section 5.	13
Section 6.	13
Section 7.	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.	15
ARTICLE XII. HEALTH AND WELFARE	15
Section 1.	15
Section 2. Dental Benefits	15
Section 3. Retirees	15
Section 4. Co-payment	15
Section 5. Alternate Coverage	16
Section 6. Temporary Disability Insurance	16
ARTICLE XIII. RETIREMENT	17
Section 1.	17
Section 2.	17
Section 3.	17
Section 4.	17
Section 5.	17
Section 6.	17
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	21
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
Section 4.	22
ARTICLE XIX. SEVERABILITY	22
ARTICLE XX. CHANGES OR AMENDMENTS	22
ARTICLE XXI. DISCHARGES	22
ARTICLE XXII. COMPLETE AGREEMENT	22
ARTICLE XXIII. DURATION OF AGREEMENT	23
EXHIBIT A CHECKOFF AUTHORIZATION AND ASSIGNMENT FORM	24
EXHIBIT B SALARY SCALE DETAIL - DPW – FY2023-FY2025	25
EXHIBIT C HEALTH INSURANCE: EMPLOYEES HIRED BEFORE JULY 1, 1994	29

AGREEMENT

THIS AGREEMENT, entered into this 10th day of February A.D. 2023 by and between the Town of Middletown, Rhode Island, hereinafter referred to as the "Town" or "Employer" 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, religion, gender, gender identity or expression, sex, age, national origin, political beliefs or political affiliation and activities, or any other lawfully prohibited basis of discrimination. The Town agrees that it will not discharge or discriminate against a member of the bargaining unit because of membership or lawful activity in or 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.

All references to employees in this Agreement designate all genders and wherever the female or male gender is used, it shall be construed to include employees of all genders and gender identities.

ARTICLE I. RIGHTS OF MANAGEMENT

Except to the extent there is 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 operations; 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 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 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 the department.

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.

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

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.

Consistent with controlling case law, membership in the Union shall be voluntary. An employee opting to join the Union shall sign an authorization for the payroll deduction of union dues, fees, and assessments.

The Union shall be provided notice through which duly authorized Business Agent within "30" calendar days of hiring; and an opportunity shall be provided for orientation of said new employee without loss of pay, up to one hour.

Section 3.

The Town shall deduct from the current wages of employees who voluntarily choose to join the Union, in accordance with the express terms of a signed authorization to do so, the bi-weekly dues of the Union. 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, the Union shall be responsible for collecting said dues. The 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. (Exhibit A "Checkoff Authorization and Assignment" form is attached.)



Section 4.

The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits, orders, judgments, 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. HOURS OF WORK

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 workday 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 shall be allowed. 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. 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 and discharges sick leave during his regular shift, he would not be available for overtime until 12:00 a.m. the following day.

(e) If overtime is required in addition to scheduled rotational overtime within a division described in paragraph (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:

<u>GRADE CLASSIFICATION</u>	<u>NUMBER OF POSITIONS</u>
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:

FY2023: 2.0 % effective July 1, 2022

FY2024: 2.5% effective July 1, 2023

FY2025: 2.0 % effective July 1, 2024

1.0 % effective June 30, 2025

Effective July 1, 2022, an additional step will be included to each job classification set forth in Exhibit B.

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 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 and other compensation deposited directly to a banking institution of their choice, including without limitation the New England Teamsters Federal Credit Unions. Employees shall submit all required authorizations for such direct deposits with the Finance and/or Human Resources Department.

Section 4. LICENSES/CERTIFICATION STIPENDS

If an employee maintains all of the following licensing and certification, then they shall be paid a flat annual stipend of \$300 on June 30:

- Commercial Driver's License (minimum Class B with air brake endorsement)
- Excavation Equipment License
- Hydraulic Crane License (restricted)
- CPR Certification

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. Moreover, an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. 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 assigned to work in a higher classification for a period of more than (5) consecutive working days, provided however the Town may extend said assignment if reasonable needs exist for such an extension. When so assigned the employee shall receive the rate of pay of the higher classification.

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 engages 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 which bears a reasonable nexus to the employee's position.
- (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. The Town shall provide the Union Business Agent with a copy of the most updated Seniority list upon request.

Section 7. PROMOTION AND TRANSFER

- a) If the Town determines to fill job vacancies in the Public Works bargaining unit, any such vacancy 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 the 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 Years of Service = 1 point per year of service
- Personnel Board Interview (Supervisory Positions Only) 5.0 points

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 a fair preponderance of evidence.

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 or her discretion.



ARTICLE VI. HOLIDAYS

Section 1.

All employees shall be paid the regular rate of pay for each of the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, 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, except if the employee is on an approved form of leave.

ARTICLE VII. ANNUAL LEAVE

Employees shall be granted annual leave as follows:

New Hire	Accrual of 9.34 hrs per month through 6/30-Granted 7/1
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 1st 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 1st, will receive the hours they have accrued since their hire date, on July 1st.

If the employee's fifth (5th) or fifteenth (15th) 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 leave 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 their present entitlement under this clause.

Section 2.

Sick leave shall be defined as leave with pay because of an employee's inability to perform his 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 he 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, he 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 his health care provider at the employee's expense, 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 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, 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.

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.

Section 6

Employees 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.

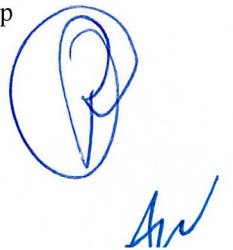
Section 7

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. Requests for reasonable accommodations shall not be unreasonably denied. Such light or modified duty may consist of duties normally performed by employees, other duties not normally performed by employees, or a combination of both. Light or modified 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. Employees on light or modified duty shall not be eligible to work overtime assignments.

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 employees 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.

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 and other applicable law.

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

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

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 the 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 into the Public Works

department with continuous employment and with no co-payment required prior to this Agreement, as listed on Exhibit C, 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.

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 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 the Town, any other employer or in self-employment. However, if an employee performs no services but continues to be paid a salary, sick or vacation pay, he is 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, as amended, including Plan C (3% non-compounded cost of living increase), as amended.

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.) Notwithstanding anything in this Agreement to the contrary, membership eligibility and contribution requirements shall be established by the applicable Rhode Island Municipal Employees' Retirement System laws, R.I. Gen. Laws §§ 45-21-1 *et seq.*, as amended.

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. 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.

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 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. 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 his dismissal from employment during his 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) or 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. All grievances shall be submitted by the Union's steward or business agent.

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

Step 1: When an employee 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. The arbitrator shall have no authority to imply terms which are not explicitly contained herein.



The arbitrator's jurisdiction shall be confined to a determination of the provision or provisions of this Agreement specifically enumerated in the written grievance. 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 his 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. 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. 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 form of concerted activity prohibited by law, including but not limited to, a work stoppage, slowdown or strike.

Section 3.

If any unauthorized, wildcat, or form of concerted activity, including but not limited to, a 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. The 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 that, in the event grievances involve suspension or discharge of any employee, employees may 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, or any other elements of a make whole remedy; provided however, that it is understood and agreed that nothing herein shall be construed to mandate such remedies.

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



AN

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, aluminum, or composite safety shoes. The Town agrees to reimburse employees \$550 in each contract year for the purchase and maintenance of steel toe, aluminum, or composite safety shoes.

Employees shall submit the store receipt to the Director of Public Works for reimbursement by the Town.

The Town agrees to reimburse employees in each contract year for purchasing one (1) pair of winter weight Carhartt overalls or similar protective clothing providing warmth and durability on the job at the Employee's discretion.

Employees shall submit the 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, employees will perform the work. If the matter is not adjusted satisfactorily, employees may then file and process a grievance pursuant to the procedures set forth in this Agreement.

Section 4.

The Town agrees to provide in department headquarters an appropriate location where the Union may post notices of Union business. 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 5.

The 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. The 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 three (3) hours of overtime pay.

Section 2.

The Director of Public Works, or his or 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 or a mobile phone 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. These licenses shall be obtained within one (1) year from the date of hire. An employee who fails to obtain said licenses may be summarily terminated without recourse to the grievance and arbitration provisions of this Agreement. 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 duly authorized representatives of the Town and Union.

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

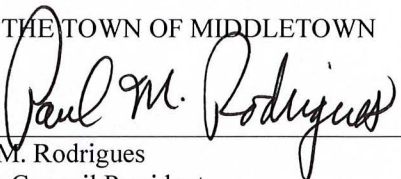
This Agreement sets forth all benefits, covenants, provisions, agreements, conditions and understandings between the Town and Union, and there are no benefits, covenants, promises, agreements, conditions, or understandings, either oral, written or by past practice between the parties other than set forth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

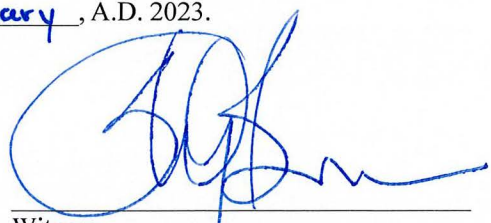
ARTICLE XXIII. DURATION OF AGREEMENT

The provisions of this Agreement will be effective July 1, 2022, and will continue in full force and effect until June 30, 2025.

IN WITNESS WHEREOF, the parties hereby have cause these presents to be signed by their duly authorized representatives on the 10th day of January, A.D. 2023.

FOR THE TOWN OF MIDDLETOWN


Paul M. Rodrigues
Town Council President
Town of Middletown, RI



Witness Shawn J. Brown
Town Administrator
Town of Middletown, RI
Witness Name (printed)

Date: 1-4-2023

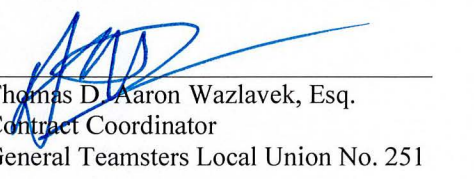
FOR GENERAL TEAMSTERS LOCAL UNION NO. 251

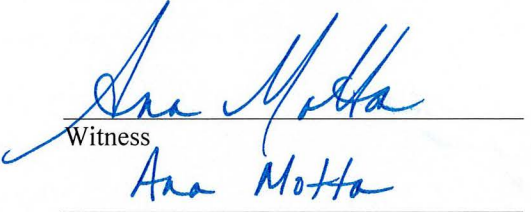

Matthew Taibi
Principal Officer
General Teamsters Local Union No. 251



Witness Ana Motta
Witness Name (printed)

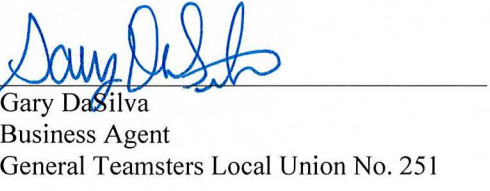
Date: 1-10-23

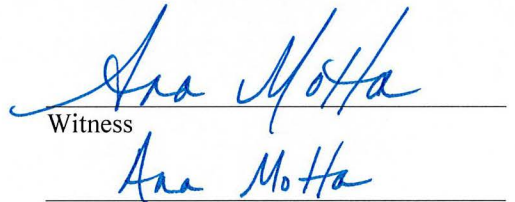

Thomas D. Aaron Wazlavek, Esq.
Contract Coordinator
General Teamsters Local Union No. 251



Witness Ana Motta
Witness Name (printed)

Date: 1-10-23


Gary DaSilva
Business Agent
General Teamsters Local Union No. 251



Witness Ana Motta
Witness Name (printed)

Date: 1-10-23



M.)

EXHIBIT A
CHECKOFF AUTHORIZATION AND ASSIGNMENT FORM



CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____, hereby authorize my employer to
(Print Name)
deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

Original to Employer L-3074-Printed in U.S.A.  Copy to Local Union

Union dues are not deductible as charitable contributions for Federal Tax purposes.

EXHIBIT B
SALARY SCALE DETAIL DPW FY2023-FY2025

		FY 2023			2.00%	
		Eff. 7/1/2022				
CLASSIFICATION	LEVEL	HOURLY	0	WEEKLY	BI-WEEKLY	ANNUAL
MECHANIC	A	23.2268		929.07	1,858.14	48,311.74
	B	24.4493		977.97	1,955.94	50,854.54
	C	25.7361		1,029.44	2,058.88	53,531.09
	D	27.0854		1,083.42	2,166.84	56,337.63
	E	28.4397		1,137.59	2,275.18	59,154.58
FOREMAN	A	-		-	-	-
	B	25.8150		1,032.60	2,065.20	53,695.20
	C	27.1574		1,086.30	2,172.60	56,487.39
	D	28.5696		1,142.78	2,285.56	59,424.77
	E	29.9981		1,199.92	2,399.84	62,396.05
LABOR EQUIPMENT OPERATOR III	A	22.7999		912.00	1,824.00	47,423.79
	B	23.9399		957.60	1,915.20	49,794.99
	C	25.1369		1,005.48	2,010.96	52,284.75
	D	26.3938		1,055.75	2,111.50	54,899.10
	E	27.7135		1,108.54	2,217.08	57,644.08
LABOR EQUIPMENT OPERATOR II	A	22.1174		884.70	1,769.40	46,004.19
	B	23.2814		931.26	1,862.52	48,425.31
	C	24.5068		980.27	1,960.54	50,974.14
	D	25.7966		1,031.86	2,063.72	53,656.93
	E	27.0864		1,083.46	2,166.92	56,339.71
LABOR EQUIPMENT OPERATOR I	A	20.2216		808.86	1,617.72	42,060.93
	B	21.1841		847.36	1,694.72	44,062.93
	C	22.2995		891.98	1,783.96	46,382.96
	D	23.4732		938.93	1,877.86	48,824.26
	E	24.6469		985.88	1,971.76	51,265.55
CLERK / TYPIST / DISPATCHER	A	22.9167		916.67	1,833.34	47,666.74
	B	23.9479		957.92	1,915.84	49,811.63
	C	25.1454		1,005.82	2,011.64	52,302.43
	D	26.4026		1,056.10	2,112.20	54,917.41
	E	27.7227		1,108.91	2,217.82	57,663.22

EXHIBIT B
SALARY SCALE DETAIL DPW FY2023-FY2025

		FY 2024			2.50%	
		Eff. 7/1/2023				
CLASSIFICATION	LEVEL	HOURLY	0	WEEKLY	BI-WEEKLY	ANNUAL
MECHANIC	A	23.8075		952.30	1,904.60	49,519.60
	B	25.0605		1,002.42	2,004.84	52,125.84
	C	26.3795		1,055.18	2,110.36	54,869.36
	D	27.7625		1,110.50	2,221.00	57,746.00
	E	29.1507		1,166.03	2,332.06	60,633.46
FOREMAN	A	-		-	-	-
	B	26.4604		1,058.42	2,116.84	55,037.63
	C	27.8363		1,113.45	2,226.90	57,899.50
	D	29.2838		1,171.35	2,342.70	60,910.30
	E	30.7481		1,229.92	2,459.84	63,956.05
LABOR EQUIPMENT OPERATOR III	A	23.3699		934.80	1,869.60	48,609.39
	B	24.5384		981.54	1,963.08	51,039.87
	C	25.7653		1,030.61	2,061.22	53,591.82
	D	27.0536		1,082.14	2,164.28	56,271.49
	E	28.4063		1,136.25	2,272.50	59,085.10
LABOR EQUIPMENT OPERATOR II	A	22.6703		906.81	1,813.62	47,154.22
	B	23.8634		954.54	1,909.08	49,635.87
	C	25.1195		1,004.78	2,009.56	52,248.56
	D	26.4415		1,057.66	2,115.32	54,998.32
	E	27.7636		1,110.54	2,221.08	57,748.29
LABOR EQUIPMENT OPERATOR I	A	20.7271		829.08	1,658.16	43,112.37
	B	21.7137		868.55	1,737.10	45,164.50
	C	22.8570		914.28	1,828.56	47,542.56
	D	24.0600		962.40	1,924.80	50,044.80
	E	25.2631		1,010.52	2,021.04	52,547.25
CLERK / TYPIST / DISPATCHER	A	23.4896		939.58	1,879.16	48,858.37
	B	24.5466		981.86	1,963.72	51,056.93
	C	25.7740		1,030.96	2,061.92	53,609.92
	D	27.0627		1,082.51	2,165.02	56,290.42
	E	28.4158		1,136.63	2,273.26	59,104.86

EXHIBIT B
SALARY SCALE DETAIL DPW FY2023-FY2025

		FY 2025			2.00%	
		Eff. 7/1/2024				
CLASSIFICATION	LEVEL	HOURLY	0	WEEKLY	BI-WEEKLY	ANNUAL
MECHANIC	A	24.2837		971.35	1,942.70	50,510.10
	B	25.5617		1,022.47	2,044.94	53,168.34
	C	26.9071		1,076.28	2,152.56	55,966.77
	D	28.3178		1,132.71	2,265.42	58,901.02
	E	29.7337		1,189.35	2,378.70	61,846.10
FOREMAN	A	-		-	-	-
	B	26.9896		1,079.58	2,159.16	56,138.37
	C	28.3930		1,135.72	2,271.44	59,057.44
	D	29.8695		1,194.78	2,389.56	62,128.56
	E	31.3631		1,254.52	2,509.04	65,235.25
LABOR EQUIPMENT OPERATOR III	A	23.8373		953.49	1,906.98	49,581.58
	B	25.0292		1,001.17	2,002.34	52,060.74
	C	26.2806		1,051.22	2,102.44	54,663.65
	D	27.5947		1,103.79	2,207.58	57,396.98
	E	28.9744		1,158.98	2,317.96	60,266.75
LABOR EQUIPMENT OPERATOR II	A	23.1237		924.95	1,849.90	48,097.30
	B	24.3407		973.63	1,947.26	50,628.66
	C	25.6219		1,024.88	2,049.76	53,293.55
	D	26.9703		1,078.81	2,157.62	56,098.22
	E	28.3189		1,132.76	2,265.52	58,903.31
LABOR EQUIPMENT OPERATOR I	A	21.1416		845.66	1,691.32	43,974.53
	B	22.1480		885.92	1,771.84	46,067.84
	C	23.3141		932.56	1,865.12	48,493.33
	D	24.5412		981.65	1,963.30	51,045.70
	E	25.7684		1,030.74	2,061.48	53,598.27
CLERK / TYPIST / DISPATCHER	A	23.9594		958.38	1,916.76	49,835.55
	B	25.0375		1,001.50	2,003.00	52,078.00
	C	26.2895		1,051.58	2,103.16	54,682.16
	D	27.6040		1,104.16	2,208.32	57,416.32
	E	28.9841		1,159.36	2,318.72	60,286.93

EXHIBIT B
SALARY SCALE DETAIL DPW FY2023-FY2025

		FY 2025			1.00%	
		Eff. 6/30/2025				
CLASSIFICATION	LEVEL	HOURLY	0	WEEKLY	BI-WEEKLY	ANNUAL
MECHANIC	A	24.5265		981.06	1,962.12	51,015.12
	B	25.8173		1,032.69	2,065.38	53,699.98
	C	27.1762		1,087.05	2,174.10	56,526.50
	D	28.6010		1,144.04	2,288.08	59,490.08
	E	30.0310		1,201.24	2,402.48	62,464.48
FOREMAN	A	-		-	-	-
	B	27.2595		1,090.38	2,180.76	56,699.76
	C	28.6769		1,147.08	2,294.16	59,647.95
	D	30.1682		1,206.73	2,413.46	62,749.86
	E	31.6767		1,267.07	2,534.14	65,887.54
LABOR EQUIPMENT OPERATOR III	A	24.0757		963.03	1,926.06	50,077.46
	B	25.2795		1,011.18	2,022.36	52,581.36
	C	26.5434		1,061.74	2,123.48	55,210.27
	D	27.8706		1,114.82	2,229.64	57,970.85
	E	29.2641		1,170.56	2,341.12	60,869.33
LABOR EQUIPMENT OPERATOR II	A	23.3549		934.20	1,868.40	48,578.19
	B	24.5841		983.36	1,966.72	51,134.93
	C	25.8781		1,035.12	2,070.24	53,826.45
	D	27.2400		1,089.60	2,179.20	56,659.20
	E	28.6021		1,144.08	2,288.16	59,492.37
LABOR EQUIPMENT OPERATOR I	A	21.3530		854.12	1,708.24	44,414.24
	B	22.3695		894.78	1,789.56	46,528.56
	C	23.5472		941.89	1,883.78	48,978.18
	D	24.7866		991.46	1,982.92	51,556.13
	E	26.0261		1,041.04	2,082.08	54,134.29
CLERK / TYPIST / DISPATCHER	A	24.1990		967.96	1,935.92	50,333.92
	B	25.2879		1,011.52	2,023.04	52,598.83
	C	26.5524		1,062.10	2,124.20	55,228.99
	D	27.8800		1,115.20	2,230.40	57,990.40
	E	29.2739		1,170.96	2,341.92	60,889.71

EXHIBIT C

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

Lisa Reynolds

Robert A. Hanley

John C. Peckham

Michael Stahl

