



**TOWN OF CHARLESTOWN**

**TOWN OF CHARLESTOWN  
AND  
TEAMSTERS LOCAL UNION NO. 251  
COLLECTIVE BARGAINING AGREEMENT  
COMMENCING JULY 1, 2021  
AND  
EXPIRING JUNE 30, 2024**

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## ARTICLE I

### PURPOSE AND EFFECT

#### Section 1.1 – Preamble

This Agreement, effective as of the first day of July, ~~2018~~ 2021 until the thirtieth day of June, ~~2021~~, 2024 by and between the Town of Charlestown, Rhode Island (hereinafter referred to as the "Town" or the "Employer") and Teamster Local Union No. 251, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union") is recorded in written form to meet the requirement as set forth in Section 28-9.4-5 of the General Laws of Rhode Island, 1956, as amended.

#### Section 1.2 – Purpose

It is the purpose of this Agreement to carry out the policy of the Town of Charlestown by encouraging a more harmonious and cooperative relationship between the Town and its employees as defined below. By means of this Agreement, therefore, the signatories hereto bind themselves to improve the standards of service to the people of the Town and agree further that the laws of the State of Rhode Island, the Town Charter and the ordinances of the Town of Charlestown shall be enforced and shall be paramount, notwithstanding any provision of this Agreement.

## ARTICLE II

### UNION

#### Section 2.1 – Recognition and Union Security

The Town hereby recognizes that the Union is the exclusive bargaining agent for all permanent, active, full-time employees of the Town as set forth in more detail in RI Labor Relations Board, Certification EE-3498, in the following positions: Landfill Foreman, Landfill Loader Operator, Landfill Laborer, Public Works Foreman, Drivers/Laborers Class I, Drivers/Laborers Class II, Town Hall Custodian, Mechanic, Animal Control Officer, Building Secretary, Police Secretary, Planning & Recreation Secretary, Deputy Town Clerk, Clerk (Town Clerk's Office), Clerk (Tax Collector's Office), Senior Clerk (Tax Assessor's Office), Treasurer's Assistant, Public Works Secretary, Foreman II and Building Electrical Inspector. Expressly excluded from this bargaining unit are all other employees of the Town not included in this bargaining unit, including but not limited to, all department heads, professional, supervisory, managerial and confidential employees, seasonal, casual and temporary employees, and all other employees now or hereafter excluded pursuant to state law. The Union recognizes the Town Administrator and/or his designated representative or representatives as the sole and exclusive representatives of the Town for the purpose of collective bargaining.

#### Section 2.2 – Employee Defined

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 2.3 – Non-Discrimination**

Neither the Town nor the Union shall discriminate against any employee by reason of race, color, creed, sex, age or Union membership or non-membership. The Union, on behalf of the employees, hereby agrees that all claims of discrimination on the bases set forth in this Section shall be resolved pursuant to the grievance and arbitration provisions contained in this Agreement and hereby waives, on behalf of the employees, any right to file suit or otherwise seek or receive damages, compensation, restitution or any other remedy whatsoever on account of discrimination as enumerated in this Section in any state, federal or other forum except by the grievance and arbitration provisions of this Agreement.

All references to employees in this Agreement designate both sexes and whenever one gender is used it shall be construed to include both genders.

### **Section 2.4 – Union Security**

(a) All employees as defined above shall have the right to join the Union. The Union Business Agent shall be permitted up to one-half (1/2) hour to meet with each newly hired employee serving in a position within the bargaining unit on paid time for the purpose of conducting new bargaining unit member orientation. The new bargaining unit member orientation shall be held within the first twenty-one (21) days following the employee's date of hire. Employees who choose not to join the Union shall be under no further obligation or requirements of any kind to the Union.

(b) The Union agrees to accept into membership every employee covered by this Agreement who renders dues as a condition of acquiring and retaining membership.

(c) All employees who, on the effective date of this Agreement, are members of the Union, and all employees who become members thereafter shall, as a condition of employment, maintain their membership in good standing to the extent of paying the periodic dues uniformly required as a condition of the Union membership.

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

(e) Minimum age for employment for all full-time permanent employee positions shall be twenty-one (21) years of age.

(f) The Employer recognizes the right of the Union to designate one steward and three alternates. The authority of stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. the collection of dues when authorized by appropriate local union action;
3. the transmission of such messages and information which shall originate with, and are authorized by the local union or its officers, provided such messages and information
  - a. have been reduced to writing, or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the employer's business.

Stewards and alternates have no authority to take strike action, or any other action interrupting the Town business.

The Employer recognizes these limitations upon the authority of stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline including discharge, in the event the Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

The Steward or his/her alternate shall be permitted reasonable time to investigate, present and process grievances on or off the property of the Employer within the Town of Charlestown, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime when approved by the Department Head or Town Administrator.

- (g) The Town agrees to provide three locations accessible to employees where notice of Union business may be posted by the Union after review and written approval by the Town Administrator. Such approval shall not unreasonably be withheld.
- (h) A designated Union representative other than members of the bargaining unit, shall be permitted to visit employees on job sites and at department buildings provided it does not interfere with Town business.

### **Section 2.5 – Indemnification**

The Union agrees to indemnify and hold the Town harmless against any and all claims, suits, orders and judgments brought or issued against the Town as a result of any action taken by the Town under the provisions of this Article.

## **ARTICLE III**

### **SCOPE**

#### **Section 3.1 – Scope of Agreement**

This Agreement is made pursuant to and in discharge of, for its duration, the duty to bargain with each other imposed by law upon the Union and the Town. The bargaining which preceded the execution hereof resulted in no agreements other than expressly set forth herein and except to the extent that express provisions of Article I-XXV of this Agreement expressly and necessarily place limits thereon. All matters about which this Agreement is silent shall be deemed matters concerning which the Town has surrendered no discretion or power. There are no other agreements between the parties, verbal or written. There are no



past practices which the parties intend to be binding in any way or which limit or expand upon the express provisions hereof.

### **Section 3.2 – Survival**

None of the rights created by this Agreement shall survive its expiration except as provided for in Article XXV.

### **Section 3.3 – Past Practice**

Past practice with respect to any matter concerning which this Agreement permits the Town discretion shall in no way bind the Town with respect to future practices. Nor shall the failure of the Town or the Union to exercise any of the rights reserved to it or conferred upon it by this Agreement foreclose the exercise of such rights at such time and in such circumstances as it shall choose to exercise them in the future.

### **Section 3.4 – Town Functions**

This is not an agreement on the part of the Town to continue to conduct all or any part of its operations.

### **Section 3.5 – Savings and Separability**

If any Article or Section of this Agreement shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

### **Section 3.6 – Stability of Agreement**

No agreement, understanding, alteration or variation of the terms and provisions of this Agreement shall be effective unless made and executed in writing by both parties. Failure of the Employer or the Union to exercise any rights they have under this Agreement or to insist in any one or more instances upon performance of the terms and conditions of this Agreement by the other party, shall not be construed as a waiver or relinquishment of the right of the Employer or the union to exercise any rights they have under this Agreement or to require future performance of any of the terms or conditions of this Agreement by the other party, and the obligations of the Employer and the Union to comply with this Agreement shall continue in full force and effect.

**ARTICLE IV**  
**MANAGEMENT**

**Section 4.1 – Management Rights**

The Union recognizes that, except as specifically relinquished by the express terms of this Agreement, all rights to manage, direct or supervise the Town's operations and its employees are vested solely in the Town. Except as expressly and necessarily limited by the provisions of this Agreement, among the rights retained by the Town pursuant to this agreement are the rights to:

- (1) hire, discharge or discipline employees.
- (2) introduce new or improved work methods, procedures, equipment or facilities and to reduce the workforce.
- (3) lay-off employees.
- (4) assign work.
- (5) fix standards of quality and quantity for work done.
- (6) control the types of work, amount of work, method of accomplishing work and scheduling the operations of the Town.
- (7) determine the number of employees on any assignment and job content.
- (8) re-arrange jobs and tasks to improve the operational efficiency and/or eliminate slack and idle time and/or to improve the service to the public.
- (9) hire such temporary and/or part-time employees as it sees fit.
- (10) determine how, when, where and by whom work shall be done and whether and to what extent it shall be performed by employees covered by this Agreement.
- (11) enact and alter from time-to-time personnel rules, regulations and procedures, governing the conduct of employees, any and all aspects of employment and the internal conduct of the affairs of the Town, which are not in direct and necessary conflict with the explicit provisions of this Agreement.

The listing of the foregoing specific rights in no way limits the generality of this Article or of Article III hereof. Notwithstanding any other provision of this Agreement, the Town retains the right to take any reasonable action in unforeseen, out of the ordinary events to protect the public interest, even if such action is contrary to the express terms of this Agreement.

The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Administrator by virtue of statutory and Charter provisions.

## **Section 4.2 – Personnel Rules**

The Town and the Union recognize and adhere to all provisions of the Town's Personnel Rules and Regulations, as such Rules and Regulations may be amended from time to time, not otherwise superseded by the express terms of this Agreement. When the Personnel Rules are amended, the Union will be given a copy.

## **ARTICLE V**

### **GRIEVANCES**

#### **Section 5.1 – Grievance Procedure**

For the purpose of this Agreement the term "grievance" means any difference or dispute between the Town and the Union or between the Town and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement. Either party (Town or Union) may file a grievance and either party may demand arbitration.

#### **Section 5.2 – Grievance Procedure**

There shall be a grievance procedure as follows:

- (a) A grievance shall be presented to the Department Head or his/her designee by the aggrieved employee and the Union within five working days of the employees' knowledge of the occurrence giving rise to such grievance, or within five working days of the time when the employee should have known of such events, whichever is earlier.
- (b) An aggrieved employee and Union steward shall discuss his problem with the Department Head or his designee and an attempt to settle the problem shall be made within three working days.
- (c) If the grievance is not resolved according to section (b) above, it shall be reduced to writing and presented to the Department Head. The written grievance shall specify precisely the occurrence or matter being grieved, the exact section or sections of the contract allegedly violated, the name of the employee or employees who are aggrieved, the time and place of the occurrences and the remedy sought. The written grievance shall be presented within three working days after the section (b) meeting and it shall be answered in writing by the Department Head within five working days thereafter.
- (d) If the Union feels the grievance is not resolved, the Union shall request a meeting with the Town Administrator or his designee, who may grant a hearing to the aggrieved employee and/or the Local within ten working days. Within ten working days after such a meeting, the Town Administrator will respond to the Union in writing.
- (e) In the event the grievance is not settled in a manner satisfactory to the Union, then the grievance may be submitted to arbitration by the Union within ten days as set forth hereafter.

### **Section 5.3 – Limitations**

Any grievance not processed to the next step in the manner and within the time limits prescribed in the foregoing, unless time limits have been extended by mutual agreement in writing, shall be conclusively presumed to have been withdrawn. The failure by the Employer to insist upon conformity with said time limits and the manner prescribed for the extension thereof in any case or cases shall not constitute a waiver or relinquishment of its rights to insist upon conformity in any subsequent case.

### **Section 5.4 – Legal Counsel**

The Union and the Town shall be entitled to have legal counsel present at any stage in the grievance and arbitration proceedings.

### **Section 5.5 – Pay**

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

## **ARTICLE VI**

### **ARBITRATION**

#### **Section 6.1 – Arbitration Filing**

If a grievance has not been settled satisfactorily pursuant to the grievance procedure, it may be submitted to arbitration before an arbitrator appointed by the American Arbitration Association pursuant to its rules by either party upon written notice to the other party and demand for arbitrator submitted to AAA within five days after the section (v) answer of the Town or within five days after the Town has declined to grant a meeting pursuant to section (v) of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties. The expenses of such arbitration shall be borne equally by the parties. Stenographic transcripts of arbitration proceedings shall be kept and the cost of such stenographer and transcripts shall be borne equally by the parties, provided that the cost shall be borne by the party who wants it if the parties do not both agree that a transcript is necessary. The arbitrator shall have no authority to add to, depart from, alter or amend the provisions of this Agreement or to hold ex parte hearings.

#### **Section 6.2 – One Issue**

Except as otherwise mutually agreed, an arbitrator selected according to the foregoing procedures shall hear and decide one grievance and one grievance only.

#### **Section 6.3 – Finality**

The decision of an arbitrator shall be final and binding upon the parties.

## **ARTICLE VII**

### **DISCIPLINE**

#### **Section 7.1 – Just Cause**

The employer shall not suspend, discharge, nor otherwise discipline any employee without just cause, except for probationary employees as defined in Section 8.1 – Probation/Computation of Seniority, and with respect to the disciplinary process, the Union recognizes "The Town of Charlestown, Employment Manual" – as adopted by the Town Council on 9/10/2012.

#### **Section 7.2 – Certain Discharge Offenses**

Discharge shall not be precluded by reason of the fact that the employee discharged has received, is receiving, or is entitled to receive line of duty injury compensation benefits, in consequence of the conduct for which discipline is imposed or otherwise.

## **ARTICLE VIII**

### **SENIORITY**

#### **Section 8.1 – Probation/Computation of Seniority**

Employees shall be considered on probation for the first six (6) months after they are hired and the Town shall have the complete discretion during the probationary period to determine whether or not to retain any employee for any reason. During the probationary period, employees shall have no rights under this Agreement. An employee retained after the probationary period shall acquire seniority status dating from the first day of employment. The Town also shall have discretion to adjust the pay of probationary employees during the probationary period up to a level not exceeding the regular rate for the job if it determines that the employee's performance and experience justify it. Employees hired on the same day shall be assigned relative seniority by the Employer by draw or lottery.

#### **Section 8.2 – Accumulation**

Seniority shall accumulate during absence because of on-the-job illness or injury or authorized vacation. Otherwise, seniority will accumulate only during active employment.

#### **Section 8.3 – Layoffs**

In the event a reduction in the workforce is required, the most junior employee in the classification shall be subject to layoff. Affected employees will remain on a preferential reemployment list for a period of one year from the date of layoff, or for the length of the employee's seniority, whichever is less, and shall retain seniority for this period. In the event of recall, employees will be recalled in inverse order of layoff within the classification.

#### **Section 8.4 – Seniority Broken**

Seniority shall be broken, and employment terminated for the following reasons:

- (a) When an employee has been discharged for just cause.

- (b) When an employee voluntarily terminates his employment.
- (c) When an employee fails to respond to a recall notice or to return when recalled within seven days.
- (d) When an employee engages in other work without authorization while on leave of absence.
- (e) When an employee is absent from active employment for any reason for twelve consecutive months or fifteen months out of any twenty-four month period, provided that employees who are eligible for a disability retirement that is provided by the retirement system applicable to employees shall be retired.
- (f) When an employee is absent from work for three consecutive days without contacting his supervisor or the Town Administrator.

### **Section 8.5 – Job Bidding**

Job openings are to be posted on the Union bulletin board and open to all qualified members of the bargaining unit before being advertised to the public. Seniority shall prevail in bidding, but nothing herein is intended to deprive the Town of its complete discretion to determine who is best qualified to perform the duties of any open position and to select the individual it deems best suited for the position, whether that person is an employee or not. Seniority shall be used by the Employer as a tiebreaker in the event the Town deems two or more candidates to be reasonably equal in terms of past performance, experience, discipline, education, attendance and other relevant factors.

### **Section 8.6 – Rotation of Overtime**

Overtime work shall be assigned by seniority among employees in their departments, subject to their interest and ability to perform the work required.

## **ARTICLE IX**

### **LEAVES OF ABSENCE**

#### **Section 9.1 – Sick Leave**

(a) All full-time employees, excluding part-time and temporary, are entitled to sick leave at the rate of one and one-half (1 1/2) days per month for a total of eighteen (18) days per year and such sick leave may be accumulated to a total of two hundred and sixteen (216) days. The Town will buy back unused sick leave, payable to the employee within thirty (30) days under the following conditions. If an employee resigns prior to retirement, there shall be twenty-five (25%) percent buy-out. Fifty (50%) percent buy-out if career employee retires. Conditions after 5 years of service to Charlestown. Zero buy-out if terminated.

- (b) Sick leave shall not be considered a privilege, which may be used by the employee at his discretion, but shall be allowed only under the following conditions:

- (i) Personal illness, physical incapacity beyond the employee's control. The Town may require a doctor's note documenting the illness before granting pay for sick leave, after three (3) days.
  - (ii) When an illness in the immediate family requires the employee's personal attention and the necessity of such attention is supported by a doctor's certificate, when requested by the Town Administrator. Immediate family, as used herein, shall mean, spouse, father, mother, brother, sister, son, or daughter or members of the immediate household living in the household.
- (c) Employees using sick leave shall notify their supervisor within one (1) hour of their normal starting time.
  - (d) In a calendar month in which an employee accumulates more than three (3) separate absences charged to sick leave or unauthorized absences, with or without pay, said employee shall not accrue sick leave credit for that month, unless the employees provides a doctor's certificate to substantiate sick leave for the third (3rd) or any additional absence.
  - (e) In the event an employee who has worked for the Town three (3) or more years has used up all accumulated sick and annual leave due to a serious and protracted illness, said employee may apply in writing to the Department Head and the Town Administrator for an extension of sick leave beyond that accumulated by the employee, not to exceed ten (10) working days in any calendar year. Leave granted under this provision shall be charged to sick leave accumulated upon the employee's return to work at the rate of one-half (1/2) day per month until the deficit is eliminated. Decision on whether to grant leave under this provision shall be at the discretion of the Town Administrator. Said decision shall not be subject to the grievance procedure.

### **Section 9.2 – Unpaid Leave**

Leaves of absence, without loss of seniority, may be granted by the Employer in cases of illness, pregnancy, injury or for other reasons. Generally, leaves of absence will not be granted for more than thirty days. Applications for leave and extensions of leaves of absence must be made in writing to the Town. The refusal to grant a leave of absence shall be within the sole discretion of the Town. The Town Administrator may grant an employee leave without pay and benefits for a period not to exceed one (1) year, subject to the following conditions:

Leave without pay may be granted only when it is in the interest of the Town to do so. 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, a Temporary Promotion or detail of another employee. At the expiration of a leave without pay, the employee has the right to and shall be reinstated in the position he vacated if the position still exists; or if not, to any other vacant position in the same class. If this is not possible, he shall be transferred to another position for which he qualifies and a vacancy exists or the employee shall be considered to be on layoff as of the date of the end of his leave of absence, with recall rights for such time as is prescribed in the layoff provisions of this Agreement, in accordance with existing family and medical leave laws.

Seniority shall not accrue during leave.

Failure on the part of the employee to report promptly at the expiration of leave without pay shall be cause for dismissal.

Leave of absence without pay will not be granted under the above conditions to anyone requesting such leave so as to try other employment.

### **Section 9.3 – Leave Termination**

Any unpaid leave of absence granted, if not sooner terminated by its terms, will terminate:

- (i) at such time as the employee would have been laid off had he or she been actively at work, in which case his or her status would be changed from leave of absence to layoff, or
- (ii) upon the employee's doing any work of any kind for pay or compensation for any person or entity.

### **Section 9.4 – Bereavement**

In the case of the death of a mother, step-mother, father, step-father, husband, wife, child, brother, sister, grandparent, grandchild, corresponding in-law, or stepchild, each employee shall be entitled to take time off from the day of the death until and including the day of the funeral where it is necessary to make arrangements and to attend the funeral. No more than three days leave of absence with pay shall be granted pursuant to this section, except in extraordinary circumstances, the Department Head shall have discretion to grant up to two additional days.

In the case of the death of close relatives other than those provided above, a leave of absence of one day with pay will be provided in order for the employee to attend the funeral.

### **Section 9.5 – Jury Duty**

Regular full-time employees shall be granted leaves of absence for required jury duty. Such employees shall receive that portion of their regular salary, which will, together with their jury pay or fees, equal their total salary for the same period. If an employee on the second shift is called to jury duty, and actually serves on a jury on the workday, he/she shall be excused from work that day and shall receive the benefits of this Section.

### **Section 9.6 – Military Leave**

Any employee who is a member of the National Guard or Armed Forces and must attend a two-week camp will be paid his regular salary less whatever he receives in military salary. This will not count as vacation.

**\*\*Please note that this is to conform to current State and Federal Laws.**

### **Section 9.7 – Maternity Leave**

In case of pregnancy or complications arising from such, earned sick leave shall be paid during the period that the employee's doctor certifies that she is medically unable to work. At the conclusion of sick leave, a leave of absence without pay shall be granted in any case of pregnancy, if so requested in advance



by the employee, not to exceed three (3) months. Sick and vacation leave will not accrue, but hospital/medical coverage will accrue during this period. To conform to State and Federal Laws.

### **Section 9.8 – Special Time Off**

If it is deemed necessary by the Union, the Town agrees to allow two (2) members of the bargaining unit designated by the Union on July 1 of each year to participate in negotiations concerning a new collective bargaining agreement, and they shall be excused from duty with pay for the purposes of participation in negotiations with the Town provided reasonable advance notice is given to the department head, and said excuses shall commence fifteen (15) minutes before the scheduled commencement of the negotiations session and end fifteen (15) minutes after conclusion of the negotiations sessions. The parties understand and agree that no employee shall receive pay or credit for time worked for any hours devoted to negotiations outside the employee's regular working hours, and to the extent feasible the parties will hold negotiations at times that will be least disruptive to Town operations.

## **ARTICLE X**

### **INJURY AND ILLNESS**

#### **Section 10.1 – Light Duty**

Employees who are determined to be unfit for their regular duties, whether or not due to line of duty injury, may be ordered to return to work to perform such duties as they are capable of performing. Such light duty may consist of duties normally performed by employees, other duties not normally performed by employees, or a combination of both.

#### **Section 10.2 – Examinations**

- (a) It is agreed that a Town physician may examine an employee who reports an illness or injury and also determine whether or not an employee is ready to return to work.
- (b) The Employer shall have the right to require employees to submit periodically or occasionally to physical or mental examinations. The Employer shall pay for all examinations required by it. The Employer shall also pay for time necessarily spent at the place of examination or examinations after the employee has successfully completed the probationary period.
- (c) The Employer reserves the right to select its own physician, and the employee may, if it believes an injustice has been done an employee by reason of the report of such physician, have said employee re-examined at the employee's expense. If the two physicians disagree, they shall mutually agree upon a third physician whose decision shall be final and binding as to the condition of said employee. The expense of the third physician shall be equally divided between the Employer and the employee.
- (d) Failure or refusal to report for an examination as scheduled shall be grounds for discipline and repeated failure or refusal shall constitute resignation, terminating the employee's seniority.
- (e) Any absence from work due to illness or injury lasting more than three days must be excused by a doctor's note, and return from such absence must be supported by a doctor's note.

- (f) Any physical exams, drug tests, and special licenses required by the Town shall be paid for by the Town.

**ARTICLE XI**

**WAGE RATES**

**Section 11.1 – Wages and Hours**

Regular operating hours of the Town for members of this bargaining unit are:

Town Hall	8:30 a.m. to 4:30 p.m.
Police Department Secretary	8:00 a.m. to 4:00 p.m.
DPW, Highway	7:00 a.m. to 3:30 p.m.
DPW Secretary	7:30 a.m. to 3:30 p.m.
Landfill, Animal Control Officer	8:00 a.m. to 4:30 p.m.
Custodian	3:00 p.m. to 11:00 p.m.

Wages shall be as set forth in the attached schedule (**Exhibit A**).

**Section 11.2 – Separation of Service and Termination Pay**

Upon separation of service or termination of employment from the Town all monies due: wages, vacations, sick days shall be paid pursuant to the relevant provisions of R.I. General Laws 28-4-4(a), as amended.

**Section 11.3 – Premium Pay**

The parties understand that there shall be no pyramiding of premium pay. Call-back and call-in overtime pay shall be at the rate of one and one-half times the hourly rate.

**Section 11.4 – Callback**

There shall be a guarantee of four hours of overtime callback pay for any employee called back to work. A callback occurs anytime an employee is called to work before the starting time or after quitting work in accordance with normal operating hours set forth in Section 11.1 Wages and Hours. This provision applies to emergencies as set forth in Section 11.10 - Emergency Callbacks. Application of this provision shall not provide nor allow pyramid pay, so-called, and will be paid only for time worked in the cases where pyramiding may occur. This modifies a decision issued in AAA Arbitration Case No.: 01-16-0002-0618, dated January 31, 2017.

**Section 11.5 – Call-In**

Normal overtime provision shall apply when an employee is requested to remain at work beyond the normal quitting time.

### **Section 11.6 – Compensatory Time**

Any employee of the bargaining unit may request to take compensatory time off in lieu of overtime due them at the appropriate rate, and this may be granted in the discretion of the Department Head and Town Administrator. The parties recognize that the Town may, from time to time, make scheduling accommodations of very short duration at an employee's request and by mutual agreement, such as (but not limited to) permitting them to come in early, work late, or work extra hours during one day in a week in order to make up for working fewer hours for personal reasons on another day in the week. None of these situations shall call for payment of the overtime rate.

Any compensatory time accrued must be used by June 30<sup>th</sup> of each fiscal year in which it is accrued. If it is not used by June 30<sup>th</sup>, it cannot be carried over into the next fiscal year.

### **Section 11.7 – Breaks**

Employees receive two 10 minute breaks per day and a half hour unpaid lunch.

### **Section 11.8 – Personal Day**

*Employees will be given five (5) personal days per year, which will be granted at the beginning of the fiscal year. Personal days shall not be carried over from year-to-year and must be used by the employee within the fiscal year in which they are granted.*

### **Section 11.9 – Working Out of Classification**

If an employee is assigned to work in a higher classification for five consecutive days or longer, he/she shall be paid the higher classification rate. It is understood the Town may assign employees to lower classifications within no loss in pay as well as higher. If the working foreman in DPW is going to be out sick or on vacation for 5 consecutive days or more, then a replacement from the Department will be designated by the Director of Public Works to fill the vacancy from day one at foreman's pay.

During the term of this agreement, the parties agree to meet and discuss in good faith to establish job descriptions for all job classifications listed on the Exhibit A.

### **Section 11.10 – Emergency Callback**

All employees are subject to callback for emergencies (e.g., without limitation, snow and ice conditions, flooding, hurricanes, etc.). Employees called back during emergencies shall be compensated for at least four (4) hours. Application of this provision shall not provide nor allow pyramid pay, so-called, and will be paid only for time worked.

### **Section 11.11 – Longevity Bonus**

As of July 1 of each year of this Agreement, the number of years service will be determined by the number of years the employee will have served by June 30 of the following year, based on each employee's date of hire. In addition to the annual pay scale, the following will apply for employees who will have achieved a minimum of five (5) years of service by June 30 of each year of this Agreement:

#### **Current Employees:**

- (a) one-half (1/2) percent of the employee's base salary, for every year of service, is to be added to the employee's pay.
- (b) This amount is to be calculated into the employee's hourly wage and paid accordingly in each paycheck.
- (c) The amount of this longevity payment will be capped at ten (10) percent at year 18 of the employee's base salary.
- (d) Effective July 1, 2007, employees with 18 years credited service shall receive annual longevity payments equal to 10% of employees base salary

#### **New Employees (an employee hired after July 1, 2009):**

- (a) Longevity payments shall commence after five (5) years of service.
- (b) After five years of service two and one-half (2.5) percent of the employee's base salary is to be added to the employee's pay until year ten (10).
- (c) Longevity shall increase to five (5) percent at year ten (10).
- (d) Longevity shall increase to seven and one-half (7.5) percent at year fifteen (15).
- (e) Longevity payments shall be capped at nine (9) percent at year 20.

### **Section 11.12 – Shift Differential**

The Custodian shall be paid \$0.25 (twenty-five cents) per hour in addition to wages for regularly assigned night shift work. This rate shall not apply to Emergency or "Call In" hours worked. Effective July 1, 2005.

## **ARTICLE XII**

### **MEDICAL BENEFITS**

#### **Section 12.1 – Insurance Plans**

The Town will provide employees with the opportunity to enroll in a health insurance plan that is commercially available through United Healthcare, Blue Cross/Blue Shield of Rhode Island or another reputable insurance carrier, or by a plan of self-insurance for the Town. Provided, however, that the coverage

provided to employees in this bargaining unit shall be similar to that provided for Department Heads, and there shall be at least one million dollars \$1,000,000 of Major Medical coverage. Provided, further, that if the Town changes from the current carrier, the coverage provided by the new plan must be comparable to that provided by the former plan. Any employee who is eligible for alternative health insurance coverage, who has a family plan through the Town, shall be eligible to receive, in lieu of that coverage, a \$2,500.00 (twenty five hundred dollars) cash payment per year upon presentation of proof of the alternative coverage that satisfies the Town Administrator that it is adequate. If, however, any such employee loses such coverage due to a Qualifying Event as set forth in COBRA, the employee shall be reenrolled in a Town group plan and the amount of the employee's payment in lieu of coverage shall be prorated for that year. New employees' coverage under the health care plan will commence on the first day of the month following completion of the initial thirty days of employment.

Notwithstanding the preceding, should the Town's health care plan provided to the employees be determined a high-cost plan tax (HCPT), popularly known as the "Cadillac Tax" for taxation purposes under the Affordable Care Act, the Town and Union agree to meet and discuss either altering plan benefits to avoid the tax payment obligation or determine an equitable tax cost sharing formula. Failure to agree on a resolution shall permit the Town to act unilaterally to avoid any tax payment under this designation.

Employees who retire before the age of 65 may continue in the Town's group plan until the employee reaches age 65, provided the employee shall bear the full expense of such medical coverage and shall meet whatever requirements are established by the Town for making payments completely and on a timely basis.

**Section 12.2 Co-Pay**

All employees shall make a co-pay of 20% of the total premium for health insurance.

**Section 12.3 – Health Care Provisions**

**Health Care co-pays shall be as follows**

<b>Primary Office Visit</b>	<b>co-pay</b>	<b>\$15.00</b>
<b>Specialist Office Visit</b>	<b>co-pay</b>	<b>\$25.00</b>
<b>Urgi-center Visit</b>	<b>co-pay</b>	<b>\$50.00</b>
<b>ER Visit</b>	<b>co-pay</b>	<b>\$100.00</b>
<b>Prescription</b>	<b>co-pays</b>	<b>\$7.00, \$25.00, &amp; \$40.00</b>

**Section 12.4 – Dental Plan**

The Town will provide dental coverage for each employee of the bargaining unit and member of their family, for the duration of the Agreement. Said coverage shall be purchased by the Town, from Rhode Island Blue Cross Dental or Delta Dental, Level IV with an annual insured limit of \$2,000, which shall be administered in accordance with the Plan Summary of said carrier. Eligibility shall be the same as for Health Insurance in paragraph two and three above.

### **Section 12.5 – Employee Payment**

The Town shall reimburse employees up to \$100.00 for eye glasses or watches broken on duty upon presentation of the broken watch or eyeglasses and a receipt for the same or comparable brand and style, or, in the alternative, the Town may choose to purchase a comparable product and provide it to the employee.

Report of such incident must be filed within one working day of occurrence.

## **ARTICLE XIII** **OUTSIDE EMPLOYMENT**

### **Section 13.1 – Outside Employment**

Any employee desirous of engaging in outside employment shall provide written notification in advance to his department head and shall be required to receive written permission from the Town Administrator before undertaking any outside employment. The employee shall indicate the nature of the employment, location, anticipated hours of work, and the means by which he may be contacted while employed elsewhere. It is understood that the needs of the Town shall be the primary consideration. Therefore, employees shall have the obligation to be available and physically fit for full performance of their duties for the Town. Should it be determined that authorized outside employment is not appropriate or is interfering in some way with the employee's job performance or otherwise, the Town Administrator shall have the authority to restrict said outside employment in such manner as he deems necessary. It is understood that any outside employment shall not encompass work, which adversely affects the integrity of the Town.

## **ARTICLE XIV**

### **TITLES**

### **Section 14.1 – Titles**

None of the titles of Articles or Sections within this Agreement shall be given any substantive effect. The parties intend them only as a means of differentiating one Section from another.

## **ARTICLE XV**

### **ALTERATION OF AGREEMENT**

### **Section 15.1 – Alteration**

Any alteration or modification of this Agreement shall be binding only if it is in writing and signed by both parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein. 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 the parties hereto.

### **Section 15.2 – Complete Agreement**

The parties acknowledge that they had full and ample opportunity to bargain over any and all subjects prior to execution of this Agreement. There are no agreements between the parties except those expressly and explicitly set forth herein. This Agreement sets forth all the benefits, covenants, provisions, agreements, conditions and understandings between the parties and there are no benefits, covenants, promises,

agreements, conditions of understandings, either oral, written or by past practice, between the parties other than as herein set forth.

## **ARTICLE XVI**

### **ENTIRE AGREEMENT**

#### **Section 16.1**

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. There are no other agreements between the parties.

## **ARTICLE XVII**

### **NO STRIKE**

#### **Section 17.1 – No Strikes**

The Union and/or employees will not cause, call, encourage or sanction any strike, work stoppage, sickout or slowdown, nor will the Union or any employee give assistance, encouragement, participation or support to any concerted activity directed against the Town or any of its officials or managers.

If any unauthorized or wildcat work stoppage, slowdown, strike, or picketing which has the effect of impeding or obstructing or interfering with the Town of Charlestown's governmental functions shall take place, the Union will immediately notify such employees so engaging in such unauthorized activities to cease and desist, and shall publicly declare that such work stoppage, slowdown, strike or picketing is illegal and unauthorized. It shall be grounds for the Town to discharge any employee engaging in any of the activities prohibited by this Section.

#### **Section 17.2. – Picket Lines**

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line of unions party to this Agreement, and including primary picket lines at the Town facilities.

During the term of this Agreement the Town will not lock out any employees because of a labor dispute with any employees of the Town.

## **ARTICLE XVIII**

### **HOLIDAYS**

#### **Section 18.1 – Holidays Observed**

The following shall constitute holidays for purposes of this Agreement: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Fourth of July, Victory Day (V.J. Day)\*, Labor Day, Columbus

Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve or last working day before Christmas and Christmas Day, and quadrennially Presidential Election Day.

\* If revoked by state law, VJ Day will be replaced with another Holiday to be negotiated between the parties.

### **Section 18.2 – Holiday Pay**

As set forth herein, all permanent full-time employees shall receive pay for the above holidays provided that they shall have worked in full their last scheduled working day preceding such holiday and their first scheduled working day following such holiday unless their absence on either of such days was a result of certified illness.

### **Section 18.3 – Holidays on Scheduled Days Off**

Should any of the holidays recognized above fall on any full-time employee's scheduled day off, the employee shall receive an additional day's pay at the applicable regular straight-time rate or at the option of the Department Head, an additional day off within thirty (30) calendar days of the holiday. The Employee Handbook of the Town may be followed by the Employer in instances in which holidays fall on Saturday or Sunday.

### **Section 18.4 – Holiday Worked**

An employee required to work on a holiday or Sunday which falls during his normal work week, to which he is entitled under this Agreement, shall be paid time and one-half his regular rate of pay for such day in addition to his holiday pay or an additional day off with pay.

## **ARTICLE XIX**

### **SAFETY AND HEALTH**

#### **Section 19.1 – Hazards**

The Town of Charlestown and the Union will cooperate in the continuing objective to eliminate accident and health hazards.

The Town shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

#### **Section 19.2 – Rain Gear**

Any employee working during inclement weather will be supplied with adequate water repellent clothing at the Town's expense and whenever any employee is without such protective clothing on a job and inclement weather occurs, he will be allowed to procure same from his Department Headquarters.



### **Section 19.3 – Clothing**

The Town will continue to provide and maintain uniform service for employees of the Landfill, Animal Control, Police Department records clerk/chief's secretary and Highways:

Shirts

Trousers

Jackets

Coveralls

Shorts (summer only)

Tee shirts (summer only)

(Employees shall be required to maintain shorts and tee shirts at their own expense and the Town will pay for replacement shorts and tee shirts as needed).

The Town will also provide up to \$200 annually for each employee in these departments for the purchase of safety work shoes, upon presentation of evidence satisfactory to the Town of purchase of same. If such evidence is submitted on or before the second, third or fourth Wednesday of any month, reimbursement will be made on the following Friday.

### **Section 19.4 – Inclement Weather**

Except in cases of emergencies, those 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 usually severe weather. 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 are fulfilled, but in all cases the needs of the department shall be paramount. The Town will generally provide two men per truck in response to hurricanes.

### **Section 19.5 – Temporary Disability Insurance**

All employees covered by this Agreement shall be enrolled in, at the employee's total expense, the Rhode Island Temporary Disability Program under conditions specifically provided for by the State Statute. R.I.G.L. 28-39-3, 3.1, 3.2 and 3.3.

### **Section 19.6 – Workers' Compensation**

The Town agrees to be bound by the provisions of the Workers' Compensation Act, Section 28-30-1 et seq. of the General Laws of the State of Rhode Island, as amended.

### **Section 19.7 – Notification of Injury**

It is agreed by the employees that notification will be immediately given to the Town of an alleged injury said to have been sustained by any employee arising out of and in the course of their employment. Said notification shall be given to the Department Head in charge at the time of the injury. In no case should this exceed 24 hours.

The Town shall provide Workers' Compensation coverage for those employees covered under the act and employees shall receive compensation only under the provisions of the statute.

**Section 19.8 – Sanitary Facilities**

Sanitary facilities will be maintained.

**Section 19.9 – Health/Safety Complaints**

If any employee complains to his Department Head that his work requires him to be in an unsafe or unhealthy situation in violation of accepted safety rules, the matter shall be considered immediately by an appropriate representative of the Town and an appropriate representative of the Union. If the parties are not then able to agree as to the safety of the situation and the Shop Steward and the Department Head determines that the work must be done, the employee shall perform the work. If the matter is not adjusted satisfactorily, the employee may then file and process a grievance pursuant to the procedures set forth in this Agreement.

**Section 19.10 - Eyeglasses/Contact Lenses**

The Town will reimburse employees up to \$125.00 per year for expenditures made by the employee as a result of a new prescription, or a change to an existing prescription, for eyeglasses or contact lenses upon presentation of proof satisfactory to the Town.

**ARTICLE XX**

**ANNUAL LEAVE**

**Section 20.1 – Vacations**

All full-time employees shall receive a vacation with pay, computed as follows:

From start date to 6 month	5 days
From 6 months to 1st Anniversary	5 days
From start of year 2 through year 5	11 days
From start of year 6 through year 10	16 days
From the start of year 11 through year 15	21 days
From start of 16 years +	1 additional day per year until 25 days

Highway employees may not take vacation from December 1 through March 15. Landfill employees may not take vacation from June 1 through September 15. The Department Head, in his absolute discretion, however, may grant up to three (3) days at a time during these periods. Upon the hiring of an additional employee, in the Highway Department, the Employer may grant up to five (5) days at a time during this period.

**Section 20.2 – How Taken**

(a) Annual leave shall not be granted for a period of less than one-half (1/2) day. Vacation entitlements shall accrue as of anniversary date of employment.

(b) To the extent feasible and consistent with effective departmental operation, employees will be permitted to take annual leave according to their own convenience subject to the following conditions:

- (i). The Department Head shall be notified three (3) weeks in advance of any annual leave request. However, nothing shall preclude the Department Head from granting leave without the required advance notice if it does not adversely affect the operation of the department. However, no annual leave shall be granted without prior approval of the Department Head.
- (ii) In cases of similarly qualified employees in the same department, scheduling of leave time shall be in the order of departmental seniority with preference being given to the persons having the longest employment in the department, except in cases of emergencies. There shall be an annual vacation sign-up period held in March of each year, during which employees may select the vacation periods they prefer) The Department Head then will assign vacations on the calendar, resolving conflicts in favor of the senior employee, all subject to the needs of the Department. The senior employee's priority will not control in any thirty-day period within which he/she already has scheduled or taken 2 weeks or more of vacation. Once the Town has fixed vacation schedules for the department, a senior employee may not bump a junior employee out of his/her assigned vacation.
- (iii) Granting of annual leave time is mandatory upon the Department Head, but the time when such leave is granted shall be consistent with the best interests of the work program of the department or a division thereof, provided that no employee may be deprived of annual leave privileges to which he is entitled under this rule.
- (iv) Vacation carry over of ten (10) days shall be without permission or automatic.

## ARTICLE XXI

### PENSION AND LIFE INSURANCE

#### Section 21.1 – Pension

The Town agrees to enroll employees working a minimum of twenty hours per week or more in the Rhode Island Municipal Employees Retirement System with the COLA provision pursuant to the relevant provisions of R.I. General Laws 45-21-~~et seq.~~, as amended. The employee contribution for participation in the RIMERS is set annually by the plan's actuary and will be deducted from the employee's pay during each pay period.

Employees who are employed by the Town on July 1, 1991, who elected not to be part of RIIERS, are members of the ICMA plan with no mandatory employee contribution. The Town contributes equally to this plan at percentage set each fiscal year by State for RIIERS for grandfathered employees only. Employees hired after July 1, 1991 are only eligible to participate in RIIERS.

The Town will also offer employees a voluntary supplemental ICMA-RC deferred compensation plan in which to participate solely at the employees' expense, 401(a) after tax and 457 (pre-tax).

### **Section 21.2 – Life Insurance**

The Employer shall pay the full cost of providing term group life insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000) for all employees covered by this Agreement.

Eligibility – full time and/or permanent employees working at least 30 hours per week. Coverage is to begin on the first day of subsequent month following employment. At age 70, insurance coverage in effect will decrease to 50% of term life afforded in group contract as conditioned by insurer's contract. In addition, life insurance shall be available to a covered employee after they retire at no cost to the Town pursuant to the provisions of R.I. General Laws 45-21-57, as amended.

## **ARTICLE XXII**

### **MISCELLANEOUS**

#### **Section 22.1 – Personal Vehicles**

Employees required to use personal vehicles for Town business shall be compensated at the rate allowed by the IRS per mile. Employees shall be compensated for collision damage to personal vehicles incurred on Town business and on Town time in excess of the employee's insurance coverage.

#### **Section 22.2 – Training and Education**

The Town will pay for employees to attend seminars, trade meetings, and education meetings in relation to their employment whenever the Town Administrator approves the employee's attendance.

#### **Section 22.3 – Bargaining Unit Member to join ranks of Management**

Once during the contract period (3 years), the Union will allow one member to withdraw from the bargaining unit to join the ranks of management (non-union) provided that the number of members of the Union's bargaining unit does not decrease below the number comprising it at the beginning of the contract period.

## **ARTICLE XXIII**

### **CREDIT UNION AND CHECKOFF**

The Employer agrees to deduct certain specified amounts each week from the wages of these employees who shall have given the Employer written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS JOINT COUNCIL 10 FEDERAL CREDIT UNION bi-weekly. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employees' earnings shall be less than the amount authorized for deductions or for those weeks during which the employee has no earnings. This provision becomes effective when the Credit Union makes the necessary arrangement with the Town's payroll service (ADP).

**ARTICLE XXIV**

**DRIVE AUTHORIZATION AND DEDUCTION**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit the total deducted to Teamster's Local 251 on a monthly basis, in one check and total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck provided the total sum transmitted is at least \$25.00. The International Brotherhood of Teamsters shall reimburse the Employer annually (Fiscal Year) for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

**ARTICLE XXV**

**DURATION AND TERMINATION**

This Agreement shall extend from July 1, 2021 through June 30, 2024 and shall continue in effect thereafter from year to year unless either party shall give the notice as set forth hereafter in this Section not less than one hundred twenty days prior to the last day for the appropriation of money by the Town for the fiscal year commencing July 1, 2024 or a subsequent fiscal year. Either party wishing to amend, modify or terminate this Agreement must so notify the other party in writing no less than one hundred twenty days prior to the last day for the appropriation of money by the Town for the fiscal year commencing July 1, 2024. If such notice is given, then this Agreement shall terminate and be of no further effect after June 30, 2024.

Dated this 6<sup>th</sup> day of October ~~September~~, 2021.

**TOWN OF CHARLESTOWN**

**TEAMSTERS LOCAL UNION 251**



Deborah Carney, Town Council President



Nicholas Williams, Business Agent

Matthew Taibi, Secretary-Treasurer/Principal Officer

**EXHIBIT A**

**Base Step - All new employees**

**Step 1 - All employees with at least 12 months but less than 24 months seniority.**

**Step 2 - All employees with at least 24 months but less than 36 months seniority.**

**Step 3 - All employees with at least 36 months seniority.**

<b>Fiscal Clerk</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
<b>Base</b>	36,194.43	37,008.81	37,841.51
<b>Step 1</b>	37,016.40	37,849.27	38,700.88
<b>Step 2</b>	37,858.90	38,710.73	39,581.72
<b>Step 3</b>	38,722.48	39,593.74	40,484.60

<b>DPW Driver/Laborer II</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
<b>Base</b>	39,717.01	41,737.47	44,289.63
<b>Step 1</b>	40,583.59	42,604.05	45,156.21
<b>Step 2</b>	41,471.81	43,492.27	46,044.43
<b>Step 3</b>	42,382.26	44,402.72	46,954.88

<b>Landfill Laborer</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
<b>Base</b>	40,589.49	42,609.95	45,162.11
<b>Step 1</b>	41,477.88	43,498.34	46,050.50
<b>Step 2</b>	42,388.47	44,408.93	46,961.09
<b>Step 3</b>	43,321.82	45,342.28	47,894.44

**Custodian**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	41,416.26	43,085.34	45,192.21
Step 1	42,362.35	44,069.56	46,224.56
Step 2	43,332.10	45,078.39	47,282.72
Step 3	44,326.08	46,112.42	48,367.32

**Assessor Clerk**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	41,858.53	42,800.34	43,763.35
Step 1	42,822.10	43,785.59	44,770.77
Step 2	43,809.74	44,795.46	45,803.36
Step 3	44,822.09	45,830.59	46,861.78

**Assessor Jr. Clerk**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	41,858.53	42,800.34	43,763.35
Step 1	42,822.10	43,785.59	44,770.77
Step 2	43,809.74	44,795.46	45,803.36
Step 3	44,822.09	45,830.59	46,861.78

**Building/Zoning Secretary**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	41,858.53	42,800.34	43,763.35
Step 1	42,822.10	43,785.59	44,770.77
Step 2	43,809.74	44,795.46	45,803.36
Step 3	44,822.09	45,830.59	46,861.78

**Tax Collector Clerk**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	41,858.53	42,800.34	43,763.35
Step 1	42,822.10	43,785.59	44,770.77
Step 2	43,809.74	44,795.46	45,803.36
Step 3	44,822.09	45,830.59	46,861.78

**Town 'Floater'**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	41,858.53	42,800.34	43,763.35
Step 1	42,822.10	43,785.59	44,770.77
Step 2	43,809.74	44,795.46	45,803.36
Step 3	44,822.09	45,830.59	46,861.78

**IT Technical Assistant**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	43,563.68	44,543.86	45,546.10
Step 1	44,569.87	45,572.69	46,598.07
Step 2	45,601.22	46,627.24	47,676.36
Step 3	46,658.35	47,708.16	48,781.59

**Landfill Operator**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	45,504.07	47,337.89	49,652.71
Step 1	46,552.36	48,428.42	50,796.57
Step 2	47,626.85	49,546.22	51,969.03
Step 3	48,728.21	50,691.95	53,170.79



**Deputy Town Clerk**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	46,487.47	47,533.44	48,602.94
Step 1	47,566.75	48,637.00	49,731.34
Step 2	48,673.03	49,768.17	50,887.95
Step 3	49,806.95	50,927.61	52,073.48

**DPW Secretary**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	46,487.47	47,533.44	48,602.94
Step 1	47,566.75	48,637.00	49,731.33
Step 2	48,673.03	49,768.17	50,887.96
Step 3	49,806.95	50,927.61	52,073.48

**Planning Assistant**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	46,487.47	47,533.44	48,602.94
Step 1	47,566.75	48,637.00	49,731.33
Step 2	48,673.03	49,768.17	50,887.96
Step 3	49,806.95	50,927.61	52,073.48

**Recreation Secretary**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	46,487.47	47,533.44	48,602.94
Step 1	47,566.75	48,637.00	49,731.33
Step 2	48,673.03	49,768.17	50,887.96
Step 3	49,806.95	50,927.61	52,073.48

**Animal Control Officer**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	46,965.30	48,022.02	49,102.51
Step 1	48,051.01	49,132.15	50,237.63
Step 2	49,163.86	50,270.04	51,401.12
Step 3	50,304.53	51,436.38	52,593.70

**DPW Driver/Laborer**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	46,955.34	48,975.80	51,527.96
Step 1	48,002.87	50,023.33	52,575.49
Step 2	49,076.59	51,097.05	53,649.21
Step 3	50,177.14	52,197.60	54,749.76

**Foreman II**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	51,271.25	53,337.49	55,945.69
Step 1	52,463.72	54,578.01	57,246.87
Step 2	53,686.00	55,849.54	58,580.58
Step 3	54,938.83	57,152.87	59,947.64

**Police Secretary**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	51,271.25	53,337.49	55,945.69
Step 1	52,463.72	54,578.01	57,246.87
Step 2	53,689.00	55,849.54	58,580.58
Step 3	54,938.83	57,152.87	59,947.64

**Building/Zoning Officer**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	55,312.41	56,556.94	57,829.47
Step 1	56,606.80	57,880.46	59,182.77
Step 2	57,933.54	59,237.05	60,569.88
Step 3	59,293.45	60,627.55	61,991.67

**Building/Electrical Inspector**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	55,312.41	56,556.94	57,829.47
Step 1	56,606.80	57,880.46	59,182.77
Step 2	57,933.54	59,237.05	60,569.88
Step 3	59,293.45	60,627.55	61,991.67

**DPW Foreman**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	55,869.59	58,121.13	60,963.26
Step 1	57,177.02	59,481.26	62,389.89
Step 2	58,517.13	60,875.37	63,852.17
Step 3	59,890.74	62,304.33	65,351.01

**Landfill Foreman**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Base	55,869.59	58,121.13	60,963.26
Step 1	57,177.02	59,481.26	62,389.89
Step 2	58,517.13	60,875.37	63,852.17
Step 3	59,890.74	62,304.33	65,351.01

## **ADDENDUM TO THE TOWN OF CHARLESTOWN AND TEAMSTERS' LOCAL UNION NUMBER 251 COLLECTIVE BARGAINING AGREEMENT**

### **Town Vehicle Mechanic Position:**

The Public Works Director with approval of the Town Administrator may assign one employee of this Bargaining Unit to serve in the capacity of Mechanic for Town vehicles. Said Mechanic shall be compensated an additional ten (10%) percent of his regular hourly wage for the hours in which he performs the duties of a mechanic as defined in the paragraph below.

### **Illustrated Example of Work to be Performed:**

Inspect, maintain and repair town administrative automobiles, police cruisers and other Charlestown Police vehicles.

Inspect, adjust, repair, rebuild, and replace, when necessary, transmissions, gasoline and diesel engines, main bearing assemblies, steering assemblies, front and rear axles, differentials, air and hydraulic braking systems, magnetos, carburetors, starters, generators and distributors.

Perform radiator, electrical and battery work not requiring the work of a specialist.

To review invoice documents for work performed by private sector sources for appropriateness or work scope and accuracy.

To do related work as required.

### **Knowledge and Skills:**

A thorough knowledge of the tools, equipment and methods employed in automotive and truck repair.

### **Qualifications:**

A thorough knowledge of the tools, equipment and methods employed in gasoline and diesel vehicles and trucks, vehicles and motorized equipment repair and adjustments; the ability to locate and correct mechanical defects in diesel trucks, vehicles and motorized equipment; a skill in the use of tools and equipment employed in the repair of diesel trucks, vehicles and motorized equipment; the ability to perform a wide variety of tasks in the repair or rebuilding of motorized equipment without detailed instructions or close supervision; capacity to perform work while exposed to extreme weather conditions; to perform heavy lifting as assignments require; to knowledgably exercise safety precautions and common prudence as applied to work performance in roadway settings, materials and fuels handling and storage, and equipment operation.

**Experience:** Such as may have been gained through: employment as a general diesel mechanic for a construction company, trucking fleet operation, or provider of vehicle or truck equipment repair services or any combination of education and experience that shall be substantially equivalent to the above education and experience.