

AGREEMENT  
BETWEEN  
TOWN OF BARRINGTON  
AND  
UNITED STEELWORKERS, AFL-CIO-CLC, LOCAL #14845  
PUBLIC WORKS  
JULY 1, 2022 THROUGH JUNE 30, 2025

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## AGREEMENT

This Agreement made and entered into this        day of February 2022, by and between the Town of Barrington, Rhode Island, hereinafter referred to as the "Town" and United Steelworkers , AFL-CIO-CLC, on behalf of Local #14845, hereinafter referred to as the "Union".

## WITNESSETH

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

### PURPOSE

It is the purpose of this Agreement to carry out the personnel policy of the Town of Barrington in encouraging a harmonious and cooperative relationship between the Town and its employees by providing for procedures, which will facilitate free and frequent communications between management and the employees of the Public Works Department.

By means of this Agreement, therefore, the signatories hereto bind themselves to maintain and improve the present standards of service to the people of the Town of Barrington and agree further that high morale and good personnel relations are essential to carry out this end.

The Town employees as individual members of the Union are to regard themselves as Town servants, and as such, they are to be governed by the highest ideals of honor, loyalty and integrity in all their public, personal and official relationships in order that they may merit the respect and confidence of the general public, the Town Council and management.

### NON-DISCRIMINATION

Neither the Town nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sexual preference or identification, national origin or age.

## ARTICLE I RECOGNITION AND UNION SECURITY

Section 1. The Town hereby recognizes Local Union #14845, United Steelworkers, as representing its members among all employees of the Public Works Department.

Section 2. All full-time employees of the bargaining unit are eligible (after six (6) months of probationary employment) to join the Union and pay regular monthly dues. Employees wishing to join the union must affirmatively opt-in and authorize the Town to withdraw union dues. Such payments will commence on the pay date for the first payroll period following the said six (6) month probationary period.

Section 3. The Town agrees that there shall be no loss of pay incurred by the Union's local officials in grievances or negotiation meetings. Local Union officials shall also be allowed reasonable amount of time off with pay to conduct necessary local business outside the Town.

## ARTICLE II

### SEVERABILITY

Section 1. If any article or section of this Agreement is found to be in violation of any state or federal law, that particular article or section shall be deemed void and be of no further force and effect. However, it is agreed by the parties that in the event this occurs, the remainder of the Agreement shall remain in full force and effect

## ARTICLE III

### CHECK OFF

Section 1. The Town agrees to deduct from the wages of such employees, in accordance with the express terms of a signed authorization from such employees to do so, the monthly membership dues of the Union.

Such deduction shall be bi-weekly and made out the first and second pay periods of each month, and shall, immediately following the second deduction, be forwarded to the Secretary/Treasurer, United Steelworkers, 60 Boulevard of the Allies, Pittsburgh, Pennsylvania 15222.

Section 2. A check-off list shall accompany the deductions setting forth the name and amount of dues deducted, and a copy of said deduction list shall be forwarded to the Regional Office of the Steelworkers Union and to the Financial Secretary of the Union Local.

## ARTICLE IV

All employees covered under this agreement shall agree to follow the General Policy Directive for All Employees for the duration of this contract. Failure to comply can result in disciplinary actions.

All employees covered under this agreement shall agree to follow the General Safety Rules (originally adopted and implemented on 5/10/1995) for the duration of this contract. Failure to comply can result in disciplinary actions.

## ARTICLE IV

### SENIORITY

Section 1. The Town shall establish a department-wide seniority list based upon the employee's original date of hire, unless his service was voluntarily disrupted, in which case seniority shall be counted from his last date of hire. The seniority list shall be updated and posted on January 1st of each year. A copy of the annual seniority list shall be furnished to the Secretary of Local #14845.

Section 2. The Town agrees in principle with the concept of department-wide seniority and further agrees that this principle shall be used for the annual selection of vacations and for lay-off purposes.

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Section 3. Concerns related to the establishment of seniority credits shall be considered a grievable matter under this Agreement.

Section 4. Every original appointment shall be for a probationary period of six (6) months except in those cases where it may be extended for a maximum of an additional six (6) months as recommended by the Director and approved by the Town Manager. All probationary employees shall receive performance evaluations after two (2) and four (4) months' employment and a third (3rd) evaluation prior to completion of the probationary period. The Director shall establish a formal evaluation system for new hire, which includes the participation of the Maintenance Foreman, Master Mechanic, Working Foreman, Superintendent as well as the Director.

Section 5. Upon successful passage of the probation period, an employee assumes a permanent status and seniority shall revert back to the date of hire.

Section 6. Seniority and the employment relationship shall be terminated when an employee:

- a. voluntarily terminates employment.
- b. is discharged for just cause; or
- c. is absent for five (5) consecutive working days without notifying the Town; or
- d. is laid off and fails to report for work within ten (10) working days after having been recalled; or
- e. does not report for work within five (5) working days after the termination of an authorized leave of absence. The Director may extend said reporting time should the circumstances dictate. Or,
- f. is laid off for period in excess of two (2) years; or
- g. retires or is retired.

## ARTICLE V

### VACATIONS

Section 1. Vacation credits shall be earned based upon the following schedule:

<u>Years of Service</u>	<u>Annual Credits Earned</u>
Less than 7	12 Calendar Days
7 but less than 10	15 Calendar Days
10 but less than 15	18 Calendar Days
15 but less than 20	20 Calendar Days
20 and over	25 Calendar Days

Section 2. Vacation credits earned during any calendar year shall be posted on the next January 1<sup>st</sup> and may be used subsequent thereafter.

Section 3. A maximum of 25 vacation day credits may be posted each January 1<sup>st</sup>.

Section 4. Employees who are separated from the service of the Town in good standing after the

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completion of a probation period and who have accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent for said vacation credits after said separation.

Section 5. Accrued vacation leave may be used in lieu of sick leave when the accrued sick leave of an employee is insufficient to provide leave with pay during an illness. Such use of vacation time as sick leave shall be computed on the basis of one day's sick leave being equal to one day's vacation leave.

Section 6. Whenever a scheduled holiday falls within a vacation period of an employee, the day shall count as a holiday rather than charged against his vacation credits.

Section 7. Vacations shall be annually selected in the following manner:

- a. Separated vacation schedules shall be established for the following permanently assigned personnel:

<u>Category of Personnel</u>	<u>Maximum Personnel on Vacation at Same Time</u>
Highway	4
Sewer	1

- b. Vacation selection shall be made upon the basis of departmental seniority.  
c. All employees shall select their first ten (10) days of vacation no later than April 15th of each year.  
d. Unscheduled vacation shall be requested two (2) weeks prior to its use and may be granted by seniority if any opening exists.  
e. Approval or rejection of an employee request shall be provided no later than three (3) days before the requested day.

#### Section 8. Special Exceptions

The Public Works Director may alter the selection process, if the circumstances so warrant. Any deviation shall not circumvent the principle selection by seniority.

### ARTICLE VI SICK LEAVE

Section 1. Each full-time employee in the bargaining unit shall earn sick leave with pay at the rate of one and one-quarter (1-1/4) working days for each full calendar month of service, provided however, that such benefit shall not accrue in excess of 120 days. It is the intention of this provision that each newly hired employee shall immediately receive credit for five (5) days' sick leave which, if used, shall be charged against his accumulation of sick leave at the rate of one and one-quarter (1-1/4) days for each month of employment.

Section 2. Sick leave shall be granted for absence from duty because of actual personal illness, non-compensable bodily injury or disease and exposure to contagious disease. It may also be granted for a maximum of three (3) days in any one year for illness in the household.

An employee that qualifies for Family Medical Leave under the Family Medical Leave Act or the RI Parental and Family Leave Act may use up to 20 accrued sick days per calendar year for a qualifying Family Medical Leave. The event that qualifies for Family Medical Leave must be for a parent, spouse, or child with documentation provided to HR. It can only be used after exhausting all other options such as vacation, personal days and compensatory time.

Section 3. When an employee finds it necessary to be absent from work for any of the reasons specified above, s/he shall cause the facts to be reported to his department head or immediate supervisor. Sick leave may not be granted unless such report has been made, provided, however, that sick leave will be allowed if an employee calls in, when ill between 7:00 AM and 7:30 AM.

Section 4. In all cases where sick leave exceeds five (5) working days, the employee shall file a physician's certificate indicating the nature and probable duration of the disability. The Director may require a physician's certificate after one (1) day's absence, if he feels the circumstances so warrant.

Section 5. Holidays and regular days off shall not be counted in sick leave taken.

Section 6. Employees shall be covered under the provisions of the Workers Compensation Act of the State of Rhode Island as amended from time to time. During any period of up to nine (9) months from the date of original injury that an employee is receiving benefits under the Workers Compensation Act for total incapacity, either by agreement of the insurance carrier for the Town of Barrington or by decree of the Workers Compensation Commission, the Town of Barrington shall pay to such employee the difference between the payments being received for total incapacity and the wages which the employee would be receiving for full-time employment if he had not been injured.

Section 7. The Town shall allow an injured employee to return to his former classification at any time during a two-year period following the date of the original injury upon receiving certification from the Town's physician that the employee is capable of performing the full duties of the position. The Town and the employee may mutually agree to a re-instatement of a partially or fully rehabilitated employee who was injured on the job to the same or lower classification held at the time of the injury.

Section 8. In cases where an injured employee is a participating member of the Municipal Employees' Retirement System and by reason of such membership is entitled to an accidental disability allowance in accordance with the General Laws of the State of Rhode Island, as amended, he shall apply for such benefits and if he qualifies then the obligation of the Town shall cease on the effective date of such retirement for accidental disability.

Section 9. An employee may transfer within any one year five (5) days of his accumulated sick leave credits to a fellow public works employee in event the latter employee is absent due to an illness and has used up all of his accumulated sick leave credits.

Section 10. After an employee accumulates 120 days of sick leave credits, he shall be paid for any extra unused credits earned (15 per year) at a rate of 85% of their full value at straight time. Payment is to be made in the month of January of each year.

Section 11. Retirement Bonus. If an employee has ninety (90) days or more of unused sick leave on the books at the time of retirement, the Town will purchase thirty (30) of these days at their full value at the time of retirement.

ARTICLE VII  
JURY DUTY

Section 1. Regular full-time employees shall be granted leaves of absence for required duty on a jury or any other civil duty requiring appearances before a court or other public body when the personal interest of the employee is not involved. Such employees shall receive that portion of their regular salary, which shall, together with their jury pay or fees, equal their total salary for the same period.

ARTICLE VIII  
MILITARY DUTY

Section 1. Any regular full-time employee who may be a member of the standby reserve or ready 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 at any time while so employed by the Town, shall receive the difference between his regular salary paid by the state or federal government during the performance of his military service in any one fiscal year. However, if an employee is called to regular duty in the armed forces of the United States, he shall be given a leave of absence by the Town and the provisions of this cause relative to the difference in earnings shall not apply.

ARTICLE IX  
LEAVE OF ABSENCE

Section 1. The Director of Public Works, with the approval of the Town Manager, may grant a regular employee a leave of absence without pay for a period of not to exceed six (6) months. No leave without pay shall be granted except upon written request from the employee setting forth the specific nature of such request and whenever granted, such leave shall be in writing and signed by the Town Manager and a copy shall be filed with the Director. Upon expiration of the regularly approved leave without pay, the employee shall return to work in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

Section 2. Bereavement:

A maximum of three (3) days' leave with pay in any one year may be granted to an employee for death in the immediate family. "Immediate family" is defined for the purposes of this section to be father, mother, sister, brother, spouse, child, grandmother, grandfather, mother-in-law, father-in-law, or stepchild, related either by blood or by marriage to said employee. The Director may grant a one-day leave with pay to allow an employee to attend the funeral of an employee's aunt, uncle, niece or nephew.

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ARTICLE X  
CHANGE OF STATUS

Section 1. Transfers between Divisions

Employees routinely assigned to one division or function of Public Works may be temporarily assigned to another division by the Director or Superintendent in the interest of equalizing workloads and the accomplishment of work objectives.

Section 2. Promotions

Vacancies occurring for any unit position shall be filled by promotion insofar as it is consistent with the best interest of the service. The governing principles upon which promotions from within shall prevail include the following:

- a. A formal employee performance evaluation system shall be instituted and utilized for promotional purposes.
- b. Performance evaluations shall be conducted twice a year by the Working Foreman, Superintendent and the Director.
- c. Performance evaluation shall measure:
  - promptness in reporting to work and daily attendance:
  - knowledge of work and equipment operation:
  - work attitude:
  - initiative:
  - capacity to develop:
  - attitude towards other employees:
  - ability to understand directions:
  - quality of work:
  - work production:
  - public relations:
  - work habits and physical fitness:
  - supervisory ability when applicable.
- d. A training program shall be established to afford all interested employee's opportunities to gain experience in all phases of Public Works work. Performance related to training experience shall also be measured in the semi-annual evaluation process.
- e. When the top two employees competing for a promotional position are considered to be equal in respect to all other promotional criteria, seniority shall become the determining factor.

Management is not precluded from conducting open competitive examinations for the recruitment and

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selection of personnel, however, whenever possible, promotion from within the organization shall be considered.

### Section 3. Lay-Offs

In the event of reductions in the workforce, employees will be laid off in accordance with their seniority (last in-first out) and their ability to perform the remaining work available.

## ARTICLE XI HOLIDAYS

Section 1. All permanent employees shall be entitled to the following holidays:

New Year's Day, Presidents Day, Martin Luther King Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day. The workday shall be from 7:00 AM to 11:00 AM on the day before Christmas, New Year's and on Good Friday.

Juneteenth (19th), or the date commemorating the emancipation of enslaved African Americans will be considered a paid holiday ONLY if it falls on a weekday. If Juneteenth (19<sup>th</sup>) falls on a Saturday or Sunday, it is not eligible for holiday pay.

### Section 2. Saturday and Sunday Holidays

When an authorized holiday falls on Sunday, the following business day shall be considered a holiday. When an authorized holiday falls on Saturday, all employees shall receive a normal day's pay.

### Section 3. Compensation for Authorized Holidays

All classified employees shall receive a normal day's pay on authorized holidays, and in the event that an employee is required to work on any authorized holiday, such employee shall receive in addition to their regular or normal day's pay, time and one-half for all hours worked on such holiday, WITH THE EXCEPTION of Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day when employees shall be paid at the rate of triple the normal hourly rate. In order to receive compensation for authorized holidays, an employee must work the working day before and the working day after said holiday, unless he/she furnishes a physician's certificate or elects a personal visit from the Director of Public Works, or, in his absence, the Superintendent of the division in which the employee is assigned.

### Section 4. Double Time for Sunday

Any employee who works on Sunday shall be paid twice his ordinary rate for each hour worked.

### Section 5. Personal Days

All permanent full-time employees shall be entitled to a total of four (4) personal business days. Two of the days may be taken by the employee at his/her discretion at any time during the contract year; provided

that a two-day notice be given by the employee prior to the requested use of the day; and provided further, that the personal business day shall be allowed on a "first come, first served" basis with no more than two employees using said day on any one day. Notice to take one (2) of the personal days may be given between 7:00 A.M. and 7:30 A.M. of the day it is to be used. Management reserves the right to deny PDO, based on available personnel to accomplish daily work assignments.

Section 6. Personal day credits must be taken in increments of a minimum of one-half (1/2) day.

## ARTICLE XII HOURS OF WORK

Section 1. Emergency overtime shall be when an employee is called or recalled to work over one and one-half (1- 1/2) hours prior to his normally scheduled work day, after he has left work or on weekends.

Section 2. An employee called back to work for emergency overtime shall be paid at the rate of time and one-half. A minimum of three (3) hours pay at the rate of time and one half shall be provided. Failure to promptly respond to an emergency recall without justification shall be the subject of an appropriate disciplinary action.

Section 3. The normal work week shall consist of a total of forty (40) hours divided into five (5) consecutive days, Monday through Friday, inclusive, for all employees except shift workers.

Section 4. Time and one-half shall be paid for all hours worked in excess of eight hours in any one day.

Section 5. The Town shall establish a non-emergency overtime list by division once every six months. Insofar as is practicable and without reducing efficiency of work performance, overtime work opportunities shall be distributed as equitably as possible to qualified employees who sign the overtime list. Employees who refuse to work offered overtime shall be charged with having worked it for equalization purposes

## ARTICLE XIV DISCIPLINE POLICY ENFORCEMENT

The Town has adopted a progressive discipline policy to identify and address employee infractions. The Town will generally adhere to the following progressive disciplinary process:

First Offense- Verbal warning. Date and time of warning will be noted by Supervisor.

Second Offense – Written warning – to be issued by the Supervisor no later than the next working day the employee is at work.

Third Offense – One day suspension to be issued no later than the next working day the employee is at work.

Fourth Offense – Multiple day suspension. To be issued within 3 working days of the employees return to work.

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While the Town will generally take disciplinary action in a progressive manner, it reserves the right, in its sole discretion, to decide whether and what disciplinary action will be taken in a given situation. Some forms of misconduct, including theft or fraud, violence or threats of violence, harassment or violations of the drug or alcohol policy will result in a higher level of discipline up to and including termination.

### GRIEVANCE PROCEDURE

Section 1. Only matters involving the discharge of or discipline of employees or involving the questions whether the Town is complying with its express obligations under this Agreement shall constitute grievance under this article. During the probationary period for new hires, there shall be no right to grieve concerning the discharge or discipline of an employee. Grievance shall be in the following manner:

Step 1. Orally between the aggrieved employee, the Union steward and the Director of Public Works. The Director /Superintendent shall provide an oral response within (2) working days thereafter.

Step 2. A formal written grievance between the Union Steward, with or without the aggrieved party and the Director of Public Works within five (5) days of the knowledge of the employee of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based. If the grievance is not settled within three (3) working days, the Union shall process the grievance to Step 3 within three (3) working days. Failure to proceed to Step 3 within the prescribed three (3) working days shall negate said grievance.

Step 3. A formal written grievance between the Union and the Town Manager. The Union may be represented at this step by the Union Steward, Union representative, and the employee. Any grievance not settled within seven (7) working days at Step 3 may be referred to arbitration as provided in Section 3 hereof, within ten (10) calendar days of the expiration of the seven (7) working days. Failure to proceed to arbitration within said time shall negate the grievance.

Section 2. The time limits set forth herein may be extended in any particular case by the written agreement of the parties. The Union Steward may be accompanied at any step of the grievance procedure by a representative of the Union who is not an employee.

Section 3. Grievances not settled in the steps of the grievance procedure may be referred to an arbitrator agreed upon by the parties. If the parties are unable to agree upon an arbitrator, the arbitrator shall be designated by the American Arbitration Association or Federal Mediation and Conciliation Service under its procedures. The fees and expenses of the arbitrator shall be shared equally by the parties and each party shall bear the expenses of its own representatives and witnesses.

Section 4. The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement, or to hold ex-parte hearings. The decision of the arbitrator shall be made public and shall be binding upon the municipal employees in such appropriate bargaining unit and their representative and the municipal employer on all matters not involving the expenditure of money.

### ARTICLE XV FILLING OF VACANCIES

### Section 1. Permanent Vacancy

For the purpose of this Article, a permanent vacancy is created when the Town determines to increase the workforce and to fill a new position(s) or when any of the following personnel transactions take place in the bargaining unit and the Town determine to replace the previous incumbent, terminations, promotions or demotions.

### Section 2. Posting

Notice of permanent bargaining unit vacancies shall be posted throughout the Public Works Department for a maximum of five (5) calendar days. Such notice shall state the positions, classifications, for work locations, assignment, if applicable, and the rate of pay for the job. Once a position is posted, the Town shall fill the position within 21 calendar days.

### Section 3. Who May Compete?

Any bargaining unit employee may compete for a vacancy.

### Section 4. Criteria for Selection

The selection criteria shall be the same as set forth in Article X, Section 2, Promotions.

### Section 5. Transferred and Promoted Employees

Any permanent employee who is transferred (other than on a temporary basis) or promoted becomes a "special probationary" employee upon the date of the transfer or promotion and remains so until they have successfully completed a required special probationary period. These special probationary periods shall be for a period of ninety (90) calendar days.

### Section 6. Failure to Pass Probation

If the special probationary employee fails to demonstration that he can completely and satisfactorily perform the job within the special probationary period, the Town may, at its discretion, return the employee to his former position classification. Any other employees who were transferred or promoted following, and as a result of this employee's transfer or promotion, shall also be returned to their former positions.

### Section 7. Demotion

When a demotion occurs, the employee shall receive the same pay received prior to the demotion unless said pay exceeds the top pay of the new lower classification, in which case the top pay of the new classification shall apply.

### Section 8. Delay in Posting

In the event a position is not posted within fourteen (14) days after it becomes vacant, the Director will explain to the unit, if requested, the reasons for said delay.

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ARTICLE XVI  
DIVISION VISITATION

Section 1. Authorized representatives of the United Steelworkers will be permitted to visit the divisions of operations of the Town during working hours.

ARTICLE XVII  
BLUE CROSS

Section 1. All regular employees shall be entitled to the benefits of Blue Cross Health Mate Coast to Coast or comparable or equivalent coverage as a substitute including the family coverage as provided by the carrier.

The coverage will consist of the following:

- \$15 Primary, \$25 Specialist, \$50 Urgi-visit, \$100 ER
- Prescription Drugs 7/25/40
- No lifetime limit on Major Medical Benefits

Section 2. All regular employees shall be entitled to Medical Benefits with no lifetime limit as described in Blue Cross Health Mate Coast to Coast plan 3557 subgroup 002.

The Town shall provide full Blue Cross and Blue Shield coverage or comparable or equivalent coverage as a substitute for five (5) years after retirement or until Medicare eligible for the following employees hired prior to 1-1-1995:

Gary Benedetti  
Robert Cioe  
Robert Galvin (85/15 copay)  
Robert LaMountain

David Monti  
Peter Natale  
Michael Sousa  
John Zinni

Any employee covered by this agreement that has medical coverage elsewhere shall be eligible for a medical buy back incentive of \$2,500 for individual or \$5,000 for family coverage. Employees under the age of 26 or married to or a dependent of an employee of the Town or Barrington Public Schools are not eligible for the buy back benefit. The medical buy back is paid out quarterly.

Employees on this list who separate from service for reasons other than retirement shall not be entitled to this benefit and will be deleted from this list.

Individuals hired July 1, 1995, or thereafter shall not be entitled to health insurance coverage upon retirement.

Section 3.—Effective July 1, 2019, the Delta Dental annual maximum benefit will be \$1500 per person for family or individual coverage.

Section 4. Blue Cross improvements adopted in 1988 shall continue to apply:

- Semi-Private Plan and Plan 100 coverages with 365 days of care.
  - Chiropractic Services
  - Organ Transplant
  - Medical Emergencies
  - No lifetime limit on major medical benefits.

Section 5. The employees shall have Blue Cross Health Mate Coast to Coast (individual or family) or comparable or equivalent coverage as a substitute to the Blue Cross Health Made Cost to Coast group 3557 plan 002 for the duration of this contract.

Section 6. 85-15 Medical Insurance Co-Pay

Effective July 1, 1991, those employees hired July 1, 1991, or later will be required to pay 15% of the Medical Insurance Premium for those benefits provided in Sections 1 thru 5 of this Article. This provision will not affect those employees hired prior to July 1, 1991.

Section 7. 80-20 Medical Insurance Co-Pay

Effective July 1, 2007, those employees hired July 1, 2007, or later will be required to pay 20% of the Medical Insurance Premium for those benefits provided in Sections 1 thru 5 of this Article. This provision will not affect those employees hired prior to July 1, 2007.

ARTICLE XVIII  
PROTECTIVE CLOTHING

Section 1. Protective clothing, uniforms, gear and such other distinctive clothing which may be required by the Town to be worn or utilized or necessary in the performance of specific functions shall be furnished by the Town.

Section 2. A clothing allowance of \$1200 shall be paid to all employees covered by this contract on August 1<sup>st</sup> of 2022, 2023 and 2024.

Sewer Division: An allowance of \$800 shall be paid to all sewer employees covered by this contract on August 1<sup>st</sup> 2022, 2023 and 2024.

Section 3. When the Town deems it appropriate and beneficial to the service to issue and maintain uniforms or distinctive work clothing to one or more employees or group of employees, said issuance and maintenance shall be in lieu of making the annual clothing allowance payment to said employee(s) as provided for in Section 2 above.

ARTICLE XIX

Section 1. Annual Salaries

Wages will be increased for all existing employees by 3.0% on July 1, 2022, by 3.0% on July 1, 2023, and 3.0% on July 1, 2024.

WAGES

July 1, 2022 3% Increase

STEPS	A	B	C	D	E	F
1. Custodian/Laborer	44681	46212	47764	49261	40484	52310
2. Sewer Operator .I	47541	49128	50715	52299	53880	55472
3. Sewer Operator II Utility Workers	49156	50731	52310	53880	55472	57044
4. HEO. Asst. Mechanic, Maintenance Helper, Electrician, Maintenance Technician	50731	52310	53880	55472	57044	58631
5. Working Foreman,	52811	54437	56024	57676	59288	61962
6. Master Mechanic, Maintenance Foreman, Tree Foreman	54409	56060	57707	59362	61004	63171

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<b>July 1, 2023, 3% Increase</b>						
STEPS	A	B	C	D	E	F
1. Custodian/Laborer	46022	47598	49197	50739	41699	53879
2. Sewer Operator .I	48967	50602	52237	53868	55497	57136
3. Sewer Operator II Utility Workers	50630	52253	53879	55497	57136	58756
4. HEO. Asst. Mechanic, Maintenance Helper, Electrician, Maintenance Technician	52253	53879	55497	57136	58756	60390
5. Working Foreman,	54396	56070	57704	59406	61066	63821
6. Master Mechanic, Maintenance Foreman, Tree Foreman	56041	57742	59438	61143	62834	65066
<b>July 1, 2024 3% Increase</b>						
STEPS	A	B	C	D	E	F
1. Custodian/Laborer	47402	49026	50673	52261	42950	55495
2. Sewer Operator .I	50436	52120	53804	55484	57162	58850
3. Sewer Operator II Utility Workers	52149	53820	55495	57162	58850	60518
4. HEO. Asst. Mechanic, Maintenance Helper, Electrician, Maintenance Technician	53820	55495	57162	58850	60518	62201
5. Working Foreman	56027	57752	59436	61188	62898	65735
6. Master Mechanic, Maintenance Foreman, Tree Foreman	57722	59474	61221	62977	64719	67018

The Town agrees to express support for special legislation to be prepared and introduced at the instance of Local 14845 that would (i) separate the present and future employees who are members of Local 14845 (hereinafter "employees") from the Town's "municipal employees" pension group for pension purposes, (ii) provide that employees will receive the automatic increase in service retirement allowance prescribed by R.I.G.L. '45-21-52 (3) Plan C (hereinafter the "COLA") and (iii) provide that employees will pay the additional 1% of salary contribution towards pension benefits prescribed by R.I.G.L. '45-21-52 (c) and '45-21-41, as amended.

*Handwritten initials/signature*

Between July 1, 1997, and June 30, 2002, employees will have their pay reduced by 1.8% of their annual base salary in each year of the contract. This reduction will be withheld from employee paychecks.

If at any time during the term of this Agreement the Town is required by general law to award the COLA to the employees because of overfunding in the pension plan, the 1.8% reduction in pay shall cease on the date such legislatively mandated COLA takes effect for the employees after such general law is enacted. Previously withheld funds shall remain the property of the Town.

### Section 2. Step Increase

Advancement from step to step shall be accomplished as follows:

#### Step

- A - Hiring step
- B - Upon successful completion of the six-month probation period
- C - On July 1<sup>st</sup> after completion of 18 months of continuous service
- D - On July 1<sup>st</sup> after an additional 12 months of continuous service
- E - On July 1<sup>st</sup> after an additional 12 months of continuous service
- F - On July 1<sup>st</sup> after an additional 12 months of continuous service

### Section 3. Salaries on Promotions and Reclassifications

Employees who advance themselves by promotion or reclassifications shall be entitled to a minimum of a one-step salary increase on the effective date of the promotion or reclassification followed by an additional step increase on the next July 1<sup>st</sup>, until such time as Step F of the new classification is attained.

Employees are eligible for a \$200 per year bonus, for the duration of this contract, for holding an additional license(s) in the following categories: Inter-state CDL, Hoisting Truck license or a Vector Truck license. Payment to be made in July during a non-payroll week.

### Section 4. Longevity

As of July 1<sup>st</sup> of each year, all members of the bargaining unit shall be entitled to a longevity payment payable in the next month of October on a non-payroll week as follows:

<u>Length of Service</u>	<u>Percent of Annual Salary</u>
Over 5 years	6%

Over 10 years	7%
Over 15 years	8%

Longevity pay shall not be used to compute pension benefits except that, an employee may, upon notification to the Town prior to October 1st, convert his annual longevity lump sum payment to salary, payable bi-weekly, and have it used for pension computational purposes. A lump sum to payroll conversion shall not occur any sooner than (3) Three years prior to an employee's date of retirement. Employees who decide not to retire (3) three years after notifying the Town of their intention to do so shall have their longevity payment permanently revert back to lump sum and shall not be eligible for another longevity conversion for future pension computational purposes.

ARTICLE XX  
MISCELLANEOUS

Section 1. Bulletin Boards

The Town shall allow the Union use of bulletin board space.

Section 2. Safe Work Habits and Environment

The Town and the Union agree to cooperate to observe safety regulations and to follow the General Safety Rules originally adopted and implemented on 5/10/1995. To that end, a safety committee shall be established to be composed of four (4) members of the local Union. If this committee believes conditions found are dangerous to life or limb, it shall report its findings to Management for immediate consideration.

Section 3. Safety Glasses

The Town will purchase prescription safety glasses for employees who normally wear glasses, at an annual cost not to exceed eighty-five (\$85) per employee, it being understood and agreed that all employees will wear safety glasses when performing potentially dangerous jobs. Employees will pay for eye examinations and testing.

Section 4. Training

Planned training opportunities shall be developed in all functional areas of Public Works and be equitably afforded to all employees in both in-service and after-work exercises and courses.

Section 5. Additional Benefits & Increases

All existing benefits and past practices of a beneficial nature to employees or the Town not contained herein shall continue in full force and effect for the remainder of this contract.

Required Skills and Licenses:

All employees of the Department of Public Works, as a condition of hire or continued employment, must have a current Commercial Driver's License (CDL). Any employee that loses his/her license could be subject to termination following an investigation. The Town Hall custodian, Anthony Lombardi, is exempt

from this requirement. Upon his retirement or termination, his successor will be required to have a CDL.

Daily Assignment of Work and Responsibilities:

Daily assignment of work shall be made by Management based upon the work to be accomplished, the available personnel, utilization of appropriate job classifications and the provision of job training opportunities. Equipment assignable by Grade Classifications shall be as follows:

<u>Grade No.</u>	<u>Equipment Eligible to Operate</u>
1	Small Dump Recycling Dump Brush Chipper Mowers Agricultural Tools Leaf Blower and suction machines Post Hole Diggers Foggers Tag-alongs Stump Chippers Large Dump Cars and Vans Line King Chain Saws Weeders Shredders Compressors Rollers Snow Plowing
2 and 3	All the above plus vector truck, paver, catch basin cleaners
4	All the above plus bulldozer, front-end loader, backhoe, street sweeper, transfer truck and refuse truck
5 and 6	All the above.

Employees covered by this agreement are prohibited from engaging in activities that have been outsourced to Mega Disposal.

Employees covered by this agreement are prohibited from engaging in activities currently assigned to another bargaining unit.

Employees covered by this agreement agree to follow the General Policy Directive for all employees updated on February 23, 2017.

Section 7. Life Insurance

All full-time permanent employee covered by this agreement shall be entitled to receive fully paid life insurance in the amount of ten thousand dollars (\$10,000).

ARTICLE XXI  
DURATION

Agreement shall become effective on the 1st day of **July** 2022 and shall remain in full force and effect up to and including the last day of **June 2025** and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement.

The party desiring the change or modifications must notify the other party to this Agreement in writing not less than 120 days prior to the expiration day of this Agreement, or not less than 120 days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve notice upon the other party, a joint conference of the Town and the Union shall commence not later than ninety (90) days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

WITNESS

TOWN OF BARRINGTON, RI

  
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Michael Carroll, Council President


Marianne Oliveira  
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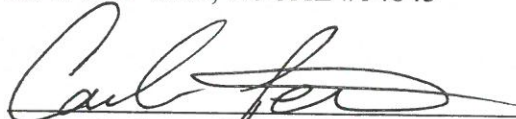
  
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Philip Hervey, Town Manager

Date 11/1/2021

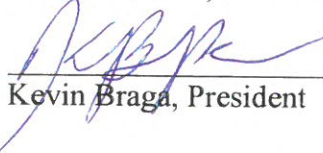
UNITED STEELWORKERS  
AFL-CIO-CLC, LOCAL #14845

  
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Carlos Pedroza, Union Chair

Marianne Oliveira  
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Kevin Braga, President

Date 11/1/2021

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WITNESS

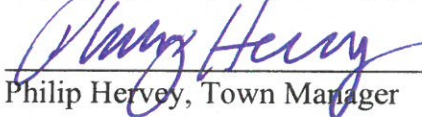
TOWN OF BARRINGTON, RI

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Michael Carroll, Council President

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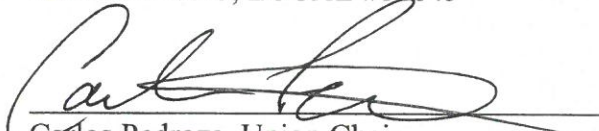
  
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Philip Hervey, Town Manager

Date \_\_\_\_\_

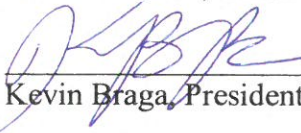
UNITED STEELWORKERS  
AFL-CIO-CLC, LOCAL #14845

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Carlos Pedroza, Union Chair

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Kevin Braga, President

Date \_\_\_\_\_