

# AGREEMENT

This Agreement, made and entered into this    day of                    , 20\_\_ , by and between the TOWN OF WARREN, RHODE ISLAND (hereinafter referred to as the "Town") and USW AFL-CIO, CLC on behalf of LOCAL UNION 14845, Unit 2 (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 Warren in encouraging a harmonious and cooperative relationship between the Town and its employees by providing for procedures that will facilitate free and frequent communications between management and the employees of the Public Works Department, Foreman, Police Dispatchers, Town Clerical Employees, Floating Clerk, Town Hall Janitor, Animal Control Officer, Senior Citizens Bus Driver, Transfer Station Operator, Leadsmen, Operators, Custodian/Floating Skilled Laborer, Fire/EMS Coordinator and Tractor Trailer Driver.

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 Warren 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

The Town agrees to adhere to all federal and state laws, statutes and regulations concerning equal employment opportunities. The Town and the Union agree that there will be no discrimination based on race, color, creed, national origin, nationality, ancestry, age, sex (including pregnancy), marital status, domestic partnership status, affectional or sexual orientation, gender identity, liability for military service, mental or physical disability, AIDS and HIV.

## ARTICLE I Recognition

**Section 1.**        The Town hereby recognizes USW Local Union 14845, Unit 2, as representing all full-time Town Clerical employees, including the Fire-EMS Coordinator and the Floating Clerk; Dispatchers; Animal Control Officer; and employees of the Public Works Department, including Senior Citizen Bus Driver, Transfer Station Operator, Custodian./Floating Skilled Laborer, Foreman, Leadmen, Operators, Town Hall Janitor, and Tractor Trailer Driver.

**Section 2.**        All new employees as set forth in Section 1 hereof shall be required to join the Union at the time of employment and pay the initiation fee and regular monthly dues.

**Section 2a.** The Town agrees that there shall be no loss of pay incurred by local union officials for participation in grievance or negotiation meetings; further, the aggrieved employee shall not be paid extra if grievance meetings take place other than his regular hours. The Town of Warren further agrees to allow two (2) union officers or their representatives time off without pay to attend union seminars or conventions.

### Union Security

**Section 1.** If any article or section of this agreement is found to be in violation of any state or federal law, the Town and the Union shall re-negotiate that section or article to bring it in compliance with the law. 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.

### Management Rights

**Section 1.** The Union recognizes the right and power of the Town to select and hire all employees; to promote employees; to determine the need for filling a vacancy; to transfer employees from one position to another; to suspend or discharge employees for just cause; to discipline or change employee's classification; to assign, supervise and direct all working forces and to maintain discipline among them; to lay off employees when required because of lack of work or curtailment of work; and generally to control and supervise the Town's operation and to exercise the other customary functions of management in carrying out its business.

In the absence of full-time employees in every position in Town government, it is agreed between the Union and the Town of Warren that the right to suspend, discipline and demote employees shall in those employees of the Public Works Department, including the clerk in the Transfer Station, come within the jurisdiction of the Public Works Director of the Town of Warren. Employees in the Police Department covered under this contract shall come under the jurisdiction of the Chief of Police. All other employees of the Union shall come under the jurisdiction of the Town Clerk or the Town Treasurer, with the exception of the Floating Clerk who is under the direction of the Town Manager.

If the Union claims that the Public Works Director, Town Clerk, Town Treasurer or Police Chief did not have just cause for suspending or disciplining an employee or if the Union claims that the Public Works Director, Town Clerk, Town Treasurer or Police Chief has exercised any of the foregoing rights in a capricious or arbitrary manner, such claims shall be subject to the grievance and arbitration procedures in Article XI.

When a Union member is given a formal reprimand or faces other more serious discipline, a Unit Officer will be present. Said officer will remain present at the meeting in his or her representational capacity unless the Union member tells the Officer that he or she declines representation from the Union.

### ARTICLE II Check Off

**Section 1.** The Town agrees to deduct from the wages of such employees, in accordance with the expressed terms of a signed authorization from such employees to do so, the monthly membership dues of the Union. Such deduction shall be made bi-weekly and made out of the first and second pay periods of each month and shall, immediately following the

second deduction be forwarded to the International Secretary-Treasurer, United Steelworkers.

**Section 2.** A check-off list shall accompany the deductions setting forth the names 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 Local Union.

### ARTICLE III Seniority

**Section 1.** The Town shall establish a separate seniority list for the Public Works and Fire Department, Town Hall staff and Police Dispatchers and they shall be brought up to date once per year; and the same shall be made available to the Secretary of the Local Union as well as the International Union.

**Section 2.** The Town agrees in principle with the concept of Seniority and further agrees that this principle shall be one of the factors applied (unless there are clear reasons for the contrary in individual instances) with respect to:

1. Job Postings
2. Preferred shift vacancies
3. Vacation schedules
4. Authority to lay off in accordance with seniority
5. Officers and Stewards shall have top rank for the purpose of layoff, recall and remaining on their shift.

**Section 3.** The Town also agrees in principle with the concept of seniority by classification.

**Section 4.** Should a grievance arise over the application of the seniority rule by an appointing authority of the terms of the Agreement, the use of the grievance procedure shall be applicable.

**Section 5.** Any employee voluntarily ending his/her employment with the Town and who is later reinstated shall start at the bottom of the seniority list.

### ARTICLE IV Status of Employees

**Section 1.** All members of the bargaining unit shall have permanent status if they have held their permanent positions or have been employed continuously in a position of the Town service for at least six (6) months and have successfully completed probation as specified below.

**Section 2.** Every original appointment shall be for a probationary period of six months, except in those cases where it may be extended for a maximum of an additional six (6) months at the request of the department head. Part-time workers are those who work less than a regularly scheduled shift. Temporary employees are those who work a regularly scheduled shift but have less than six months of continuous employment. The Town shall have the right to terminate a probationary employee at any time during the probationary period.

**ARTICLE V**  
**Sick Leave**

**Section 1.** All permanent members of the bargaining unit will earn 1.5 days per month of paid sick leave each month. Employees out of work on Workers Compensation will continue to accrue sick time.

**Section 1a.** Whenever a Union member becomes sick he/she shall report it to the Department Head or designee within a reasonable time.

**Section 2.** Employees shall accumulate unused sick days throughout their employment. Such days are for use for illness or disability of the employee or for the care of a member of his/her immediate family as defined in Article IX, Section 2 of this Agreement. Upon retirement of the employee, or other separation other than as a result of a conviction for a job-related criminal act, the employee may redeem up to 180 accrued, unused sick days according to the following schedule:

3 through 14 years employed with Town	75%
15 through 19 years employed with Town	80%
20 through 24 years employed with Town	90%
25 or more years employed with Town	100%

**Section 2a.** The Town, upon death of an active employee with accumulated sick leave, will pay said employee's beneficiary or, where there is none designated, his/her estate for all accrued, unused sick days at the rate set forth in Section 2 hereof.

**Section 3.** After a Union member who has called in sick has been out for 72 hours (3 consecutive working days), he/she shall produce a doctor's report, if requested by the Department Head, as to the nature of the illness and a prognosis, including an estimate of the time the employee will need to be absent from work.

**Section 4.** In cases of reported illness or disability, the Town may require, at its expense, that the employee submit to an examination by a duly licensed physician of its choice.

**Section 5.** Where there is a disagreement between the employee's physician and the Town's, the case shall be referred to a third, neutral physician selected by agreement of the employee's physician and the Town's physicians, and the decision of the neutral shall be determinative. Payment to the neutral shall be by the non-prevailing party.

**Section 6.** Any employee who is injured while performing work for pay other than as an employee of the Town shall be placed by the Department Head on a "No work – no pay" status. An employee may use available sick pay instead of "No work – no pay" status. An employee stops accruing sick time when on a "No work – no pay" status.

**Section 6a.** If a member of the Bargaining Unit shall or may become diagnosed with a terminal illness, said member upon request, be granted un-compensation leave after exhausting all accrued time. During the time in which the member is suffering from a terminal illness and is on such uncompensated leave, the member shall retain his or her health insurance coverage under this agreement, without co-share. This provision is beyond what is allowed under the FMLA. A terminal illness as referred to in this section shall mean an illness diagnosed by a doctor whereby the doctor determines that the member has a year or less left to live. Every six months, the Town shall be entitled to receive from the member a doctor's note confirming that he or she is still suffering from a terminal illness as defined in this section. If an employee suffering from a terminal illness as defined in this section uses a year or more of uncompensated time as provided in this section, the Town may require the member to visit a doctor of the Town's choosing, and revisit a Town chosen doctor on an annual basis thereafter, to determine if the member is still suffering from a terminal illness as defined in this section. Where there is a disagreement between the employee's physician and the Town's, the case shall be referred to a third, neutral physician selected by agreement of the employee's physician and the Town's physicians, and the decision of the neutral shall be determinative if the member is still suffering from a terminal illness. If it is determined that the member is no longer suffering from a terminal illness, he or she shall no longer be entitled to uncompensated leave under this section.

**ARTICLE VI**  
**Leaves of Absence**

**Section 1.** Regular full-time employees shall be granted leave of absence for required jury duty or any other civil duty requiring appearances before a court or other public body, when the personal interest of the employee is not involved, at a rate of pay equal to the employee's regular pay minus whatever pay is received for the service.

**Section 2.** Military Duty – Any regular full-time employee who may be a member of the Standing 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 the regular salary paid by the state or federal government during the performance of his or her military service in any fiscal year.

**Section 3.** However, if any employee is called to regular duty in the Armed Forces of the United States, he or she shall be given a leave of absence without pay by the Town and the provisions of Section 2 relative to the difference in earnings shall not apply.

**Section 4.** Personal leave of absence may be granted without pay for a period of up to thirty (30) days for sickness and emergency situations only. Additional time may be granted by the Department Head. The returning employee will be restored to the position held at the time such leave commenced.

**Section 4a.** After denial of personal leave of absence by a Department head, the employee may request to present his or her case to the Town Manager.

**ARTICLE VII**  
**Holidays**

**Section 1.** Holidays for all employees shall be as follows:

1. New Year's Day
2. President's Day
3. Rhode Island Independence Day
4. Memorial Day
5. Independence Day
6. Victory Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Christmas Day
12. Martin Luther King Day

Also, in addition to the above:

1. One-half day on Good Friday
2. One-half day on Christmas Eve
3. Full day after Thanksgiving
4. Full day Presidential Election
5. Full day biennially between Presidential Elections for Local Elections

**Section 2.** Holidays must be taken when they occur. Employees on sick leave at the time of a holiday are entitled to be paid for such holiday in lieu of taking another day at some future time. Holidays that fall within the employee's vacation period shall entitle the employee to an additional day off with pay. No additional pay will be awarded for holidays not worked, however, the employee will be compensated as usual for the negotiated holiday. Double time will be paid on Thanksgiving, Christmas and New Year's.

**Section 3.** All holidays that fall on Sunday shall be observed on Monday. When any full-day holiday as set forth in Section 1 hereof falls on a Saturday, such holiday will be observed on the day (Friday or Monday) it is observed by the State of Rhode Island. If the holiday is not observed by the State of Rhode Island, it shall be considered a floating holiday to be used at the mutual convenience of the employee and the Town. If Christmas Eve falls on a Saturday, or if the State of Rhode Island deems that a Christmas holiday shall be on a Monday, employee shall receive the half-day Christmas Eve holiday on the preceding Friday.

**Section 4.** Employees shall receive three (3) personal days per year, immediately upon employment, non-accumulative.

**Section 5.** Police dispatchers under the present system of a 40-hour work week with set permanent days off shall receive 12 paid holidays each year as outlined in Section 1 of this Section. In lieu of ½ day on Good Friday and ½ day on Christmas Eve, and a full day after Thanksgiving in the off-election year, each dispatcher will receive 16 hours pay at the regular rate of pay. In the election year, each dispatcher shall receive 24 hours pay at their normal rate of pay in lieu of ½ day

on Good Friday, 1/2 day on Christmas Eve, and one full day after Thanksgiving and one full day for the biennial election.

- Section 6.** Employees who do not work Sundays as part of their regular work week shall receive double time pay if required to work on Sunday.
- Section 7.** Police dispatchers shall receive a one (1) hour dinner break with pay during their work hours on the following holidays: Easter, Thanksgiving, Christmas, New Year's and Independence Day.

### ARTICLE VIII Vacations

- Section 1.** Vacations shall be approved by the Department Head or his/her designee.
- Section 2.** Seniority shall determine preference in setting up vacations subject to Department programs.
- Section 3.** Employees shall give at least five (5) days notice to the Department Head or Designee in writing to request a vacation. Any request made less than five (5) days prior to the desired vacation start date will be addressed on a case by case basis.
- Section 3a.** Employees of the Town Clerk's Office may, at the discretion of the Town Clerk, be allowed vacation one week prior or one week after general elections, special elections or financial town meetings without the attachment of precedent or past custom and practice. Such discretion shall also extend to personal or compensatory time off during the same time period.
- Section 4.** Vacation time shall be earned as follows:
- Ten (10) working days per year, with pay, to each employee after one (1) full year of service.
- Fifteen (15) working days per year, with pay, to each employee after five (5) full years of service.
- Twenty (20) working days per year, with pay, to each employee after ten (10) full years of service.
- Twenty-five (25) working days per year, with pay, to each employee after fifteen (15) full years of service
- Thirty (30) working days per year, with pay, to each employee after twenty (20) full years of service
- Section 4a.** All vacation time will be allotted and considered earned as of July 1 of the fiscal year.

**Section 5.** Given the Town's manpower needs within certain departments, vacations should be taken yearly if at all possible. Employees who have been unable to use all their time may carry over up to two (2) weeks into a new fiscal year. Vacations will be computed on the anniversary date of hire.

**Section 5a.** Any additional vacation time remaining at the end of the fiscal year, shall be rolled into the employee's sick bank.

**Section 6.** Upon separation from employment with the Town for any reason, employees shall be paid for all unused vacation, as described in Section 4 of this Article. Upon death of an employee, his/her beneficiary or, where there is no designated beneficiary, his/her estate shall be paid for all unused vacation, as described in Section 4 of this Article.

### **ARTICLE IX** **Bereavements**

- Section 1.**
- a. In the event of a death occurring in the immediate family of an employee, the Town agrees to pay such member for a period of four (4) days for the purpose of attending funeral services and making necessary arrangement, therefore the term "immediate family" shall be defined to include father, mother, spouse, children, step-child, brother and sister of a member, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother. The immediate family shall also include a person who is actually a member of and living in the employee's household through a tie of obligation or friendship.
  - b. If the bereavement period is interrupted by days off, such bereavement will be credited with the days off.
  - c. The period of bereavement for an aunt, uncle, nephew, niece or spouse's grandparent will be two (2) days with pay.
  - d. The appropriate Department Head has the discretion to allow the bereavement days provided for herein to be split up and used within a single calendar year. The Department Head's discretion shall not be exercised unreasonably.
  - e. In the event of the death of an active Town employee, co-workers shall be allowed one (1) day bereavement and/or the appropriate time to attend services.

**Section 2.** In extraordinary cases, the Town Manager may, in his/her discretion, extend the above provisions of this Article.

### **ARTICLE X** **Work Schedule**

**Section 1.** The work week in the Public Works Department shall consist of eight (8) hours per day, forty (40) hours per week, and the regular hours shall be Monday through Friday, 7:30 A.M. to 12 Noon and 12:30 P.M. to 4:00 P.M. An employee and the appropriate Department Head may mutually agree to alter the regular hours, provided that the employee and Department Head shall not agree to a split-shift arrangement and provided that the alteration of regular business hours shall be offered to every employee in the same



classification as the employee that received altered regular hours with the consent of the Department Head.

**Section 2.** Employees in the Public Works Department who are called back for emergency overtime shall be paid at the rate of time and one-half. A minimum of four (4) hours pay at time and one-half shall be paid if an employee is called back. Twice annually, every member of the collective bargaining unit shall provide the Department of Public Works Director with a maximum of two (2) phone numbers to establish contact for emergency call back purposes.

**Section 2a.** An emergency shall be defined as a major event which adversely affects the health, welfare or safety of the residents of the Town of Warren, including, without limitation, snowstorms, a hurricane or nor'easter, other natural or man-made calamities of similar magnitude, road or bridge collapses. Public Works employees are required to respond to callouts for such emergencies and failure to do so may be cause for disciplinary action. Employees who are on vacation or sick leave at the time of such emergency are exempt from this provision.

**Section 2b.** Members who are required to work due to an emergency or snow removal after their normal work day shall be allotted a ten (\$10.00) meal allowance, which shall be reimbursed to the employee upon providing a receipt for the meal to the Town, per call back.

**Section 3.** The normal work week for Town clerical employees and the Fire/EMS Coordinator, covered by this Agreement, shall be thirty (30) hours divided into five (5) consecutive days, Monday through Friday. However, hours worked beyond thirty (30) hours, or on Saturday, shall be compensated by time off or overtime pay. Commencing July 1, 2017, the normal work week for Town clerical employees and the Fire/EMS Coordinator, covered by this Agreement, shall be thirty-five (35) hours divided into five (5) consecutive days, Monday through Friday. These employees shall work from 8:30 A.M. until 4:30 P.M.. However, hours worked beyond thirty-five (35) hours, or on Saturday, shall be compensated by time off or overtime pay.

**Section 4.** The normal work week for police dispatchers shall consist of four (4) consecutive eight-hour work days followed by two (2) consecutive days off.

**Section 5.** Overtime compensation, whether as time or money, shall be paid at one and one-half (1½) times their regular rate of pay to employees working in excess of eight hours in any day or forty (40) hours in any one (1) week. Overtime compensation to be paid shall be included in the bi-weekly paycheck following the pay period in which the overtime was worked. Compensatory time may be taken in place of receiving overtime compensation. If the employee seeks to take twenty-four (24) or more hours of compensatory time at any given time, prior written approval of the Department Head is required. Compensatory time shall be capped and shall not accrue at an amount over 160 hours.

**Section 6.** The Town Hall Janitor, the Custodian/Floating Skilled Laborer and Animal Control Officer who work irregular hours shall not work over eight (8) hours per day without the permission of their immediate supervisor.

**Section 7.** The Public Works Department will distribute overtime pay equally, insofar as practical, among the employees. The Public Works Department Director will update the overtime list each Wednesday for the following week and agrees to make available to the Union a record of such overtime work for examination by its authorized representatives in connection with any relevant dispute. When overtime is offered to any employee and said employee refuses it, he or she will be charged the same as an employee who had worked.

**Section 7a.** Whereas, when the Working Foreman is called back for emergencies, he or she shall be paid at the rate of time and one-half. A minimum of four (4) hours pay at time and one-half shall be paid if called back. The Working Foreman shall also not be included on the overtime rotation process, unless, the overtime rotation has been exhausted, then the Foreman shall be eligible for overtime at time and one-half.

**Section 8.** All sanding trucks will have two bargaining unit people aboard during all sanding with the exception of trucks with automatic transmission. All plowing trucks up to 15,000 pounds will be manned by the operator only. Plowing trucks above 15,000 pounds will be manned by two (2) bargaining unit employees. This requirement is waived after all bargaining unit employees have been called into work.

**Section 9.** When due to sickness, vacation or other leave, additional manpower is required to handle recycling, two men shall be assigned to re-cycling for up to four (4) days at their current rate. The Town will solicit volunteers; if there are no or insufficient volunteers, the two most junior driver/laborers shall be assigned to fill that position.

**Section 10.** Any employee that is required to have a Commercial Drivers License as part of his or her employment and/or is renewing his or her CDL, shall be allowed four (4) working hours to complete the task, provided that only one employee at a time shall be permitted to utilize these four (4) hours to renew his or her CDL, and that the employee shall schedule these four (4) hours in advance with the Department Head.

**Section 11.** Any employee working during a state of emergency declared by the Governor of the State of Rhode Island shall receive one and a half times the employee's base rate of pay. This provision shall not apply if the employee is already receiving pay at time-and-a-half under any other provision of this contract and/or state/federal law during the declared state of emergency.

**Section 12.** If an employee works six hours or more outside of normal working hours during a snow plowing or emergency event, the employee shall be given at least four hours of time off before being required to report for non-emergency/snow plowing work during normal business hours. If any of the four (4) shall fall within the normal working hours day, those hours shall be paid at the normal rate the employee receives.

## **ARTICLE XI** **Grievance Procedure**

**Section 1.** For the purpose of resolving grievances of employees of the Town of Warren represented by USW Local 14845, Unit 2, hereinafter known as the Union, arising

out of the interpretation of this contract, the following grievance procedure is adopted by the Town:

**Step 1:**

When an employee feels he or she has been aggrieved, the person shall, in writing, within five (5) working days from the occurrence of said grievance, or when the employee should have become aware of the grievance, present the grievance to the attention of the appropriate Department Head who, for the purposes of this Agreement, shall be the Department Head where the grievance is based. The Department Head must make a decision within ten (10) working days unless an extension of that time is mutually agreed upon in writing.

**Step 2:**

If the local Union feels that the grievance is unresolved after Step 1, it shall within ten (10) working days submit it in writing to the Town Manager. The Town Manager shall render a decision on the grievance within twenty (20) days unless an extension of that time is mutually agreed upon in writing.

**Step 3:**

If, following Step 2, the decision is not acceptable, or no decision has been rendered, or the grievance is not satisfactorily settled, the Union and the Town shall meet to resolve the grievance satisfactorily to both parties. If at this time both parties do not agree within ten (10) days-the Town and the Union shall jointly request the assignment of an Arbitrator by the American Arbitration Association (AAA) and the matter shall be submitted to said Arbitrator in accordance with AAA rules.

**Section 2.** All costs and expenses of the impartial arbitrator shall be shared equally by both parties hereto.

**Section 3.** The decision of an arbitrator shall be binding on the parties and enforceable in Court.

**ARTICLE XII**  
**Vacancies & Job Posting**

**Section 1.** A permanent vacancy is an open position that has previously been filled but from which the previous incumbent has been promoted, demoted, permanently reassigned or separated in any way from Town employment, or a new position being filled for the first time. Vacancies occurring within the classification service shall be filled, insofar as is practicable and consistent with the best interest of the Town, by promotion; provided, however, that the appointing authority may order an open competency test if, in its opinion, the position could be better filled.

**Section 1a.** All permanent vacancies occurring within the bargaining unit shall be posted in the Town Hall, Public Works Department and Police Department within five (5) working days of occurrence and shall be awarded within thirty (30) calendar days thereafter.

**Section 1b.** Employees desiring to fill a permanent vacancy shall apply by signing their names to an official posted notice within three (3) working days of the posting.

- Section 1c.** An application will be accepted for an employee absent during this posting period if it is signed by the steward or an officer of the local union.
- Section 1d.** A permanent vacancy shall be filled by selection of the most senior qualified applicant. The applicant selected shall have a trial period of thirty (30) days to determine whether he or she can acquire the skills necessary for the performance of said job provided, however, that in cases where the Town and Union so mutually agree such trial period may be waived.
- Section 1e.** If, after a trial period, the applicant is determined to be unable to fill the position, he/she shall be returned to his/her former position with no loss in seniority.
- Section 1f.** In the event that the first applicant selected does not pass the trial period, the position shall be offered to the next senior qualified applicant, who shall have a thirty (30) day trial period and this sequence shall be repeated until an applicant passes the trial period.
- Section 1g.** A successful applicant who has cleared the trial period or for whom the trial period has been waived will be ineligible to bid to another opening in the bargaining unit for a six (6) month period unless the opening provides a pay increase from his/her current position.
- Section 2.** A temporary vacancy is an open position which results from the absence of the person filling such position due to leave, illness, injury or other events, including temporary reassignment. A temporary vacancy shall be filled by the senior unit member who has bid the position, provided that said unit member is able to perform fully the duties of such position, and such assignment is possible given the manpower needs of the Town. Manpower needs shall not be unreasonably applied to limit opportunities of unit members.
- Section 2a.** A temporary vacancy shall occur in all instances in which the unit member is expected to be absent for a minimum of five (5) consecutive working days.
- Section 2b.** In contemplation of the occurrence of such temporary vacancies, the Town shall twice each year, in June and December, post all positions. Job postings shall include the job title, job description and pay rate for the position. Qualified employees shall have seven (7) working days to sign indicating interest in such position or positions. The lists created from such postings shall be effective from the following January 1 through June 30 and from July 1 through December 31.
- Section 2c.** When a temporary vacancy occurs, it shall be filled from such lists by appointment in order of seniority, subject to acceptance by the eligible employee. If no eligible employee accepts the position, the least senior eligible employee shall be assigned to fill the temporary vacancy.
- Section 2d.** When a unit member is assigned to fill a temporary vacancy, his/her regular position shall then be considered temporarily vacant and shall be filled in the manner set forth in Section 2c and this process will continue for each succeeding position that is temporarily vacated.

- Section 2e.** Appointment to fill one position shall not affect the person's status on lists for other positions except that once appointed to one temporary position, the person may not be appointed to another during the term of the first appointment.
- Section 2f.** Nothing herein contained shall prohibit an employee from bidding on a permanent position regardless of whether he/she is currently or has during the pendency of any temporary eligibility list filled such temporary position.
- Section 3.** A transfer is a temporary reassignment by Management of an employee to a different position within the bargaining unit for a period of fewer than five (5) consecutive working days.
  - Section 3a.** In the event of a transfer, the worker will receive the higher of either his/her normal pay or the pay normally due for the job to which he/she is transferred. The higher pay, if any, will be paid only for the time the worker has performed the higher pay rate service, there being no minimum or maximum time requirement.
  - Section 3b.** Should a member be temporarily assigned to another position with an increase to wages, that member shall be paid at the higher rate for a minimum of four (4) hours.
- Section 4.** When work is not available in an employee's classification, the Town will attempt to assign the employee work in the next lower classification which he/she is qualified to perform.
- Section 5.** Town shall have the right to hire temporary, part-time and/or summer help at its discretion and such hires shall not be considered employees as stated in the recognition clause of this contract.
- Section 6.** The Town may subcontract work to contractors that are not members of this bargaining unit for recycling provided that each member of this Unit shall receive a \*1% wage increase beginning no later than January 1, 2020.
  - 1. No subcontractor will be engaged to intentionally obstruct the re-employment of laid-off employees with unexpired recall rights
  - 2. No employee will be laid off as a result of any work being subcontracted
  - 3. The Union and the Town shall agree to the manner by which the employees currently working on recycling shall be reclassified.

**ARTICLE XIII**  
**Health, Safety & Retirement Benefits**

- Section 1.** All union members shall be provided medical coverage to not less than the same extent as was in place at the execution of this Agreement.
  - Section 1a.** Domestic Union and Common Law partners of employees shall be eligible for enrollment in two Adult or Family coverage provided that they meet the requirements of the carrier.

- Section 2.** All Union members shall be entitled to receive dental coverage which shall be equal to or better than that which was in place at the execution of this Agreement.
- Section 3.** The Town shall pay to an employee who waives medical and/or dental coverage twenty-five percent (25%) of the health coverage premium the Town would otherwise have paid for that coverage for that employee.
- Section 4.** Any full-time employee of the Bargaining Unit covered by this Agreement who hereafter retires under the provisions of the Rhode Island Employees Retirement System shall be carried on the Town's health coverage plan for up to a period of four years provided the employee is not otherwise eligible for other coverage. Employees who are receiving SSDI will be carried until they are eligible for Title XVIII coverage, within the limitations cited above. Any retiree being carried on the Town's health coverage under this section shall not be required to pay co-shares for that period of time when they are carried on the Town's plan during retirement.
- Section 4a.** Upon retirement, retired employees may purchase his/her medical coverage under the Town's current group rate for a single or family plan. However, coverage shall commence only after his/her contractual years of coverage have expired. There shall be four (4) years of paid medical after retirement with no co-share.
- Section 4b.** Upon the death of an active member of the Bargaining Unit, healthcare coverage shall be continued for the family for one year without co-share, beginning on the date of death.
- Section 5.** Any employee covered by this Agreement having one (1) year or more of service, laid off during the term of this contract, shall be carried on the Town's Health Coverage Plan for three months from the date of the layoff
- Section 6.** Any employee covered by this Agreement retiring at the age of sixty-five (65) with ten (10) years of service shall have Plan 65 or equal or better coverage and Medicare paid by the Town.
- Section 7.** Any full-time employee, covered by this Agreement, currently not contributing to the cost of their Health and Dental Benefits shall pay 4% of the cost of Health and Dental benefits beginning on July 1, 2013 and shall pay 6% of the cost of Health and Dental benefits beginning on July 1, 2014. Commencing July 1, 2016, full time employees in this classification shall pay 6.5% of the cost of Health and Dental benefits. Commencing July 1, 2017, full time employees in this classification shall pay 8% of the cost of Health and Dental benefits.
- Section 8.** Any full-time employee hired after July 1, 2001, shall pay 12.5% of the cost of Health and Dental benefits until July 1, 2014 at which time said employee shall pay 13% of the cost of Health and Dental benefits.
- Section 9.** Any full-time employee hired after July 1, 2003, shall pay 15% of the cost of Health and Dental benefits.
- Section 10.** Any full-time employee hired after July 1, 2013, shall pay 20% of the cost of Health and Dental benefits.

- Section 11.** The Town agrees to offer employees vision care through the Town's supplemental benefit policy. The employee will pay 100% of the premium.
- Section 12.** The Town agrees to install a modern digital thermometer on or before May 1, 2013 at an appropriate location at the Department of Public Works. In the event that such device is inoperable or otherwise unavailable, the most proximate public thermometer to the Department of Public Works recognized by a public broadcast outlet will be consulted and recognized as an accurate depiction of air temperature. In conditions of extreme temperature (when the temperature reaches 90 with the agreement of the Public Works Director and the union), employees subject to this provision as of 6/30/97 may opt to be dismissed for the balance of the work day. Employees who exercise this option will utilize vacation time, personal time or leave without pay for time taken due to excessive temperature. During excessive temperature and other inclement weather, the employees of the Public Works Department are to return to the garage for reassignment. Reassignments will be mutually agreed upon by the Public Works Director and Union.
- This provision shall not be recognized after 3:00 P.M. on a regular work day.
- Section 13.** The Town and Union agree to cooperate to observe safety regulations. To that end, a Safety Committee shall be established to consist of two (2) members of the bargaining unit, the Unit President and Unit Griever. If this Committee believes conditions found are dangerous to life or limb it shall report its finds to the management for immediate consideration.
- Section 14.** Drums to be used for trash pickup shall be limited to a maximum capacity of thirty-five (35) gallons.
- Section 15.** The Town will purchase and provide safety glasses and other necessary protective equipment when bargaining unit members are performing potentially dangerous jobs.
- Section 16.** The Town shall supply features/equipment and/or that address the new hands-free law.
- Section 17.** The Town shall reimburse 50% of an employee's annual membership dues to a gym, not to exceed \$250.00. Reimbursement shall be paid upon employee forwarding receipt of payment for membership dues to the appropriate Department Head. Reimbursement shall be limited to payment for membership dues only and shall not include any other expenses associated with the gym/health club.
- Section 18.** If an employee dies from an accidental injury received in the course of employment and resulting from an incident occurring during work hours, then the deceased employee's spouse shall be carried under the Town's health coverage until the age of 65 and the deceased employee's children shall be carried under the Town's health coverage until the age of 25, unless during that time period the spouse or child of the deceased employee shall become eligible for coverage of equal to or greater than from another source.

The Town shall have a lien on any amounts paid by the Town under the provisions of this section to the deceased employee's spouse or children of any recovery by the employee's estate, whether by judgment or settlement or compromise resulting from a wrongful death claim or action. The heirs or representatives of the employee's estate shall promptly pay

the amounts owed to the Town upon receipt of payment resulting from the wrongful death action.

**Section 19.** All members of the bargaining unit shall be entitled to health and dental insurance and shall receive full family medical, surgical, dental and prescription drug coverage at the same or greater level than in effect at the signing of the contract.

**Section 20.** The Town shall agree for the duration of this Agreement to maintain major medical coverage to a million dollars (\$1,000,000.00) and to maintain coverage at three hundred sixty-five (365) days with full maternity coverage and emergency rider.

**Section 21.** All Emergency Room visits that do not result in an admission will require a twenty-five (\$25.00) dollar co-payment.

#### ARTICLE XIV

##### Wages

**Section 1.** The annual wages shall be as set forth in Attachment A. Salaries, wages, hourly rates shall be as set forth in this agreement will become effective and occur during a first full pay period of the referenced fiscal year.

July 1, 2018	3.00 %
July 1, 2019	2.00 %
July 1, 2020	2.00 %

**Section 2.** The starting salary for new employees shall be \$1,000 less than that set forth in Schedule A until completion of six months of service when said employee shall be increased to the Schedule A salary.

**Section 3.** The longevity schedule for employees hired prior to July 1, 2009, is as follows:

5 years service -	5.0 percent
10 years service-	6.0 percent
15 years service-	7.5 percent
20 years service-	8.5 percent
25 years service-	9.5 percent

For employees hired on or after July 1, 2009, the longevity schedule shall be as follows:

5 years service -	4.0 percent
10 years service-	5.0 percent
15 years service-	6.5 percent
20 years service-	7.5 percent
25 years service-	8.5 percent

Longevity is effective on the anniversary date of hiring. These payments are lump sum and do not affect the annual wage rates in Attachment A. Longevity shall be pro-rated at the time of retirement. Longevity shall be paid in a separate check.



For employees hired on or after July 1, 2013, longevity schedule shall be as follows:

5 years service	3.0 percent
10 years service	5.0 percent
15 years service	6.5 percent
20 years service	7.5 percent
25 years service	8.5 percent

**ARTICLE XV**  
**Division Visitation**

**Section 1.** Authorized representatives of the United Steelworkers shall be permitted to visit the division of the Town during normal working hours. Visiting Union officials must notify the Town Manager.

**ARTICLE XVI**  
**Uniforms & Clothing Allowances**

**Section 1.** During FY 2019, FY2020 and FY 2021, the clothing allowance for the following employees shall be seven hundred dollars (\$700.00).

**Section 1a.** All Public Works employees defined as any full-time employee performing commonly recognized public works functions irrespective of the account from which the employee might be paid.

**Section 2.** The Town shall supply, and Public Works field personnel shall wear, seasonally appropriate shirts or safety vests which shall clearly identify the wearer as a Town of Warren DPW employee.

**Section 3.** The clothing allowance for Police Dispatchers and Animal Control Officer in each fiscal year of this Agreement shall be nine hundred and fifty dollars (\$950.00).

**Section 4.** All clothing allowances shall be prorated from the date of hire in the first year to the date of separation in the employee's final year. Annual clothing allowance shall be paid in a separate check.

**Section 5.** The Town agrees to replace glasses broken while performing work. Claims must be documented.

**Section 6.** Any employees needing work boots to fulfill the duties of his or her classification shall be reimbursed the purchase of safety toe/steel toe boots once each fiscal year, in an amount not to exceed \$200, upon furnishing receipt of the purchase to his or her Department Head. If an employee seeks to get reimbursed for purchase of boots more than once per fiscal year, it shall require the prior written approval of the purchase by his or her Department Head.

**Section 7.** Beginning in FY 2020 and annually for every year thereafter, the Town Finance Director shall adjust the clothing allowances provided for herein by the rate of inflation, using the Consumer Price Index provided by the Bureau of Labor and Statistics. (Boston)

**ARTICLE XVII**  
**Miscellaneous**

- Section 1.** The Town will allow the Union reasonable use of bulletin board space.
- Section 2.** Where a Town vehicle is not available, an employee who uses his/her vehicle to conduct business for the Town, including training, shall be reimbursed for the mileage at the allowable IRS rate. An employee who uses public transportation in the course of conducting Town business shall be reimbursed the costs of such travel on presentation of receipts or ticket stubs.
- Section 3.** Any training course specific to job classifications made available to employees will be offered to all personnel within that job classification. Employees outside of the job classification will be allowed to attend said training course upon the approval of management.
- Section 3a.** The Town shall offer paid training or reimbursement for license/certification to Bargaining Unit members throughout the duration of the CBA. Training shall be given to members in accordance to date of hire seniority. After acquiring said license, the member shall serve the Town with said license for one (1) year or reimburse the Town the cost to acquire said license. to include but not be limited to Class B CDL, Class A CDL, Hoisting/Backhoe, Bucket Truck, Safety Certification, Arborist, Animal Control Certification, CMC, Passenger Endorsement, Welding, Air Brake Certification and other licensing and certification.
- Section 4.** At the inception of this Agreement, the bargaining unit shall consist of the following positions:
- 5 Dispatchers
  - 7 Town Hall Clerical Employees
  - 1 EMS Coordinator
  - 1 DPW Clerk Employee
  - 1 Town Hall Janitor
  - 1 Senior Citizen Bus Driver
  - 1 Animal Control Officer
  - 1 Transfer Station Operator
  - 1 Custodian/Floating Skilled Laborer
  - 1 Tractor Trailer Driver
  - 10 DPW Personnel
  - 1 DPW Foreman
  - 2 Leadmen
  - 3 Operators

**Section 4a.** If, during the term of this Agreement, the Town shall employ a full-time subordinate to the Building Official/Building Inspector, the position will become part of the bargaining unit of USW Local 14845, Unit 2.

**Section 4b.** In cases where an employee is injured on the job and medically deemed unable to work, the Town will continue that employee on the payroll subject to the employee agreeing to assigning his/her worker compensation benefits to the Town. Such continuation shall be for a period of not more than one year or until the employee is deemed to have attained maximum medical improvement, whichever occurs first.

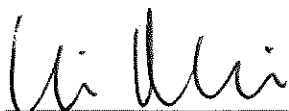
**ARTICLE XVIII**  
**Duration**

**Section 1.** This Agreement shall take effect July 1, 2018 and remain in full force and effect to and including the 30<sup>th</sup> day of June 2021 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 this Agreement. The party desiring to change or modify must notify the other party to this Agreement in writing not less than 120 days prior to the Annual Financial Meeting for the Town of Warren as provided by State Law.

**IN WITNESS WHEREOF**, the Town of Warren has caused this Agreement to be executed and its corporate seal to be affixed by the Town Manager, duly authorized by the Town Council for the Town of Warren, as of the day and year first above written; and the UNITED STEELWORKERS, AFL-CIO, CLC, on behalf of its Local Union 14845, Unit 2, caused this instrument to be signed by their duly authorized representatives as of the day and year first above written.

TOWN OF WARREN, RHODE ISLAND

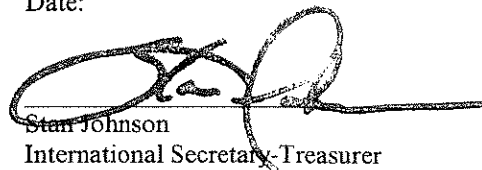
UNITED STEELWORKERS  
AFL-CIO, CLC  
Local 14845, Unit 2



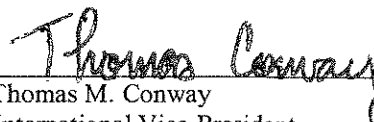
Keri Cronin  
Town Council President Date: 5/29/19



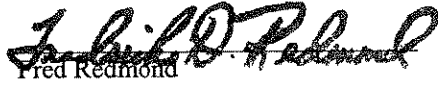
Leo W. Gerard  
International President  
Date:



Stan Johnson  
International Secretary-Treasurer  
Date:

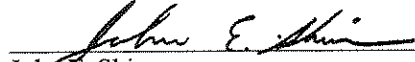


Thomas M. Conway  
International Vice-President  
(Administration)  
Date:



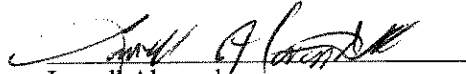
Fred Redmond  
International Vice-President  
(Human Affairs)

Date:



John E. Shinn  
Director, District 4

Date:



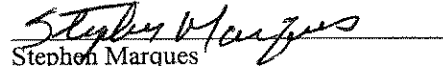
Lowell Alexander  
Staff Representative

Date: 6/20/19



Thomas Gordon  
Unit President

Date: 5/29/19



Stephen Marques  
Unit Griever

Date: 5/31/19



Rhonda Lee Fortin  
Unit Recording Secretary

Date: 5/31/2019



Scott Almeida  
Negotiations Committee

Date: 5/29/19



David Brule  
Negotiations Committee

Date: 5-30-19

**ATTACHMENT A**

The Agreement made and entered into as of the first day of July 1, 2018 by and between the Town of Warren and the United Steelworkers, AFL-CIO, CLC, on behalf of its Local #14845, Unit 3, shall include this attachment for contract period of July 1, 2018 through June 30, 2021.

**Wages:**

Wages are shown on the schedule below:

**LIFE INSURANCE:**

\$50,000 per employee

For all retirees who are eligible to receive retirement benefits, the Town shall provide life insurance in the amount of twenty-five thousand dollars (\$25,000.00).

**USW Wage Increases**

<b><u>*WAGES EFFECTIVE</u></b>	<b><u>7/1/2018</u></b>	<b><u>**7/1/2019</u></b>	<b><u>7/1/2020</u></b>
Annual Increase	3.0%	2.0%	2.0%
	<b>7/1/2018</b>	<b>7/1/2019</b>	<b>7/1/2020</b>

**Salaried Positions**

Town Hall Janitor	\$51,800.08	SEE PAGE 24	\$54,431.73
Custodian/Floating Skilled Laborer	\$51,800.08	SEE PAGE 24	\$54,431.73
Bus Driver	\$47,633.07	SEE PAGE 25	\$50,053.02
DPW Foreman		SEE PAGE 25	\$63,009.09
Animal Control Officer	\$47,319.91	SEE PAGE 25	\$49,723.95

**Hourly Positions**

Leadsman	\$26.72	SEE PAGE 25	\$28.07
Mechanic I	\$26.49	SEE PAGE 25	\$27.84

Tractor-Trailer Driver		\$26.09	SEE PAGE 25	\$27.42
Equipment Operator		\$24.41	SEE PAGE 25	\$25.65
Bucket Truck Operator/Arborist		\$24.26	SEE PAGE 25	\$25.50
Mechanic II		\$23.82	SEE PAGE 25	\$25.03
Transfer Operator		\$23.57	SEE PAGE 25	\$24.77
Skilled Laborer		\$23.49	SEE PAGE 25	\$24.68
*Recycling Driver		\$23.16	SEE PAGE 25	\$24.34
Driver-Laborer		\$22.91	SEE PAGE 25	\$24.07
Clerks & Fire/EMS Coordinator		\$22.30	SEE PAGE 25	\$23.44
Dispatchers	(.52/2018) (.53/2019) shift differential (.54/2020)	\$22.30	SEE PAGE 25	\$23.44
Laborers		\$21.78	SEE PAGE 25	\$22.89

\*\*Subject to ARTICLE XII, Section 6.

\*\*See ARTICLE XII, Section 6

	2019	2019
Town Hall Janitor	\$52,836.08	\$53,364.44
Custodian/Floating Skilled Laborer	\$52,836.08	\$53,364.44
Bus Driver	\$48,585.73	\$49,071.59
DPW Foreman	\$61,162.00	\$61,773.62
Animal Control Officer	\$48,266.31	\$48,748.97

Hourly Positions

Leadsman	\$27.25	\$27.52
Mechanic I	\$27.02	\$27.29
Tractor-Trailer Driver	\$26.61	\$26.88
Equipment Operator	\$24.90	\$25.15
Bucket Truck Operator/Arborist	\$24.75	\$25.00
Mechanic II	\$24.30	\$24.54

Transfer Operator		\$24.04	\$24.28
Skilled Laborer		\$23.96	\$24.20
*Recycling Driver		\$23.62	\$23.86
Driver-Laborer		\$23.37	\$23.60
Clerks & Fire/EMS Coordinator		\$22.75	\$22.98
Dispatchers	(.52/2018 ) (.53/2019) shift differential (.54/2020)	\$22.75	\$22.98
Laborers		\$22.22	\$22.44

