TOWN OF WESTERLY

AND

RHODE ISLAND LABORERS' DISTRICT COUNCIL

OF THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

ACTING ON BEHALF OF

LOCAL UNION 808, WESTERLY, RHODE ISLAND

EFFECTIVE: JULY 1, 2013 TO JUNE 30, 2016

PUBLIC WORKS AND SECRETARIAL

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AGREEMENT

This AGREEMENT is effective the 1st day of July 2013 by and between the TOWN OF WESTERLY, hereinafter referred to as the "Employer", and the Rhode Island Laborers' District Council on behalf of RHODE ISLAND JUDICIAL, PROFESSIONAL AND TECHNICAL EMPLOYEES' LOCAL UNION 808, Public Works Department, Office and Clerical Employees, as established in the recognition clause of the Certifications issued by the Rhode Island Labor Relations Board cases EE-1837 and EE-1946, an Affiliate of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I
PREAMBLE

Section 1. This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and the employees to provide and to establish necessary procedures for the amicable adjustment of all disputes, which may arise between the Town and the Union.

Section 2. The Town and the Union encourage the highest possible degree of practical, friendly, cooperative relationship between the respective representatives at all levels. The officials of the Town and the Union realize that this goal depends primarily upon cooperative attitudes between people in their respective organizations and at all levels of responsibility and that proper attitudes must be based upon full understanding of and in regard for the respective rights and responsibilities of both the Town and the employees.

ARTICLE II

NON DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any member of the bargaining unit covered by this Agreement because of race religion, creed, color, sex or sexual preference, age, physical handicap, marital status, country of ancestral origin, political beliefs, or affiliations and/or membership in any lawful organizations.

Section 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE III

UNION RECOGNITION

Section 1. The employer recognizes the Union as the exclusive bargaining representative for, and this Agreement shall apply to, all employees who are employed in classifications that have been certified by the Rhode Island State labor Relations Board in EE-1837 and EE-1946. Such classifications are listed in Appendix A of this agreement.

Section 2. A temporary employee is one who is hired for a period of up to three (3) months and who has been informed of such term at the time of hire and who is hired for a special project, emergency situation, projects funded by non Town sources or to replace an employee on leave or vacation. The said three (3) month period may be extended up to an additional three (3) months or for the length of maternity leave of the employee being replaced, or any extension of such maternity leave; however, such employees shall become members of the Union upon the expiration of the initial three (3) month period. Temporary employees, as defined above, shall have no seniority during the term they occupy the status of temporary employees, but should any
temporary employee become a permanent employee, then his seniority shall be retroactive to the date of

employment. Temporary employees, while they occupy that status, may be terminated for any reason without recourse under this Agreement.

Section 3(a). All new employees shall serve a probationary period which shall be sixty (60) working days, during which such employee may be discharged and such employee shall not have the right to challenge such discharge under the provisions of this agreement. During the probationary period the probationary employee shall be evaluated in writing every fifteen (15) working days and such evaluation shall be discussed with the employee. A union representative shall be present during such evaluation discussion with the employee. The Town Manager shall have the right to extend the probationary period for an additional sixty (60) day period. Such extension shall be at the sole discretion of the Town Manager. If the probationary period is extended the Town Manager shall notify the Union.

Section 3(b). Upon the successful completion of the probationary period such employee shall be covered by the collective bargaining agreement and their seniority shall be computed from the first day of employment.

Section 4. The Employer agrees not to enter into any agreement or contract with members of the bargaining unit, individually or collectively, which is inconsistent with the provisions of this Agreement) nor shall the Employer negotiate or bargain with them unless it is through the duly authorized representative of the Union, and any such agreement entered into shall be null and void.

ARTICLE IV

UNION SECURITY AND DUES DEDUCTION

Section 1. The town agrees that it will deduct Union Dues and Service Fees from the wages of members of the respective bargaining units provided that the employees have executed a written authorization on a form that has been agreed to by the parties. Newly hired employees shall begin to pay either the dues or service fee upon the successful completion of the probation period

referred to in Article III of this Agreement. The Union shall, by its treasurer, certify in writing the amount of the membership and service fees that are to be deducted from the wages of the members of the bargaining units covered by this agreement. Membership in the Union shall be determined by the individual employee who is covered by this Agreement.

Section 2. Employees who elect not to become members of the Union shall pay to the exclusive bargaining agent a service charge as a contribution toward the negotiation and administration of the collective bargaining agreement. Such contribution shall not exceed the bi-weekly dues that are paid by members of the Union as determined by the exclusive bargaining agent.

Section 3 The Town agrees to make the dues deduction and service fee deductions from the wages paid to the employees covered by this Agreement and forward such deductions to the Union on a monthly basis.

Section 4 The Union agrees to, and hereby does indemnify and hold harmless the Town, each Town Council Member, and all Town employees against any award, judgment, loss or expense, or liability arising out of any claim or claims made against the Town, Town Council Members or any Town employee by any employee, or any entity that represents any employee or group of employees on account of any such deduction from their wages or on account of any other provision of this agreement.

ARTICLE V

MANAGEMENT RIGHTS

Subject to the terms and conditions of this Agreement, it is understood and agreed that the Town shall have sole jurisdiction over the management of the operations of the Town including, but not limited to, the work to be performed; the scheduling of work; the establishment and changing of scheduled shifts and hours of work; the promotion of employees; fixing and maintaining standards of quality of work and productivity standards; methods of operations made or purchased; the right to hire,

transfer, discipline, or discharge for just cause and layoff because of lack of work or other legitimate reasons and to enforce rules and regulations. The town manager shall have the right to take whatever action or actions the Town deems necessary to carry out its mission in emergency situations.

ARTICLE VI

STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the terms and provisions of this Agreement shall be effective unless made and executed in writing by both parties. Failure of the Employer or the Union to exercise any rights they have under this Agreement or to insist in any one or more instances upon performance of the terms and conditions of this Agreement by the other party shall not be construed as a waiver or relinquishment of the right of the Employer or the Union to exercise any rights they have under this Agreement or to require future performance of any of the terms or conditions of this Agreement by the other party, and the obligations of the Employer and the Union to comply with this Agreement shall continue in full force and effect.

Section 2. This Agreement constitutes the entire agreement between the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties subsequent to the effective date of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE VII

BULLETIN BOARDS

Reasonable space on the appropriate bulletin boards in an appropriate location shall be made available to the Union for the posting of official Union information.

ARTICLE VIII

SAFETY AND HEALTH

Section 1. Objective and Obligations of the Parties The Town of Westerly and the Union will cooperate in the continuing objective to eliminate accident and health hazards. The Town shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

Section 2. Protective helmets, rubber boots, proper sheeting of trenches shall be done in accordance with acceptable engineering practices and to the satisfaction of the Town's insurers. Respirators, goggles, and rain gear will be made available to employees whenever necessary at the expense of the Town.

Section 3(a). The Town shall provide a shoe allowance of one hundred fifty dollars ($150.00) per year for those employees required by the Director of Public Works to wear work safety shoes approved by the Director of Public Works. The one hundred fifty dollars ($150.00) reimbursement shall be provided within thirty (30) days of documented receipt to the Director of Public Works or his/her designee. All uniforms, clothing, and authorized equipment damaged while performing job functions shall be replaced by the Town without any charge being made against the employee's annual clothing/equipment allowance. In addition, eyeglasses, wristwatches, and false teeth damaged while the employee is engaged in the performance of duties shall be replaced in kind by the Town subject to maximum dollars limitations as set forth below and provided that said replacement is not covered by other applicable insurance policies and provisions:

Maximum Dollar Limitations:

Eyeglasses $100.00

Wristwatches $100.00

The Town shall have no obligation to reimburse or pay the employee if damage or loss is occasioned by poor judgment, fault, or negligence by the employee.

Section 4. The Union and Town agree to a Controlled Substances and Alcohol Testing Policy (see appendix).

ARTICLE IX
NO STRIKE/NO LOCKOUT

Section 1. Cognizant of the statutory strike prohibition, the Union and the employees additionally agrees that neither it nor its members and or the employees will engage in any strike, slowdown or connected refusal to perform duties nor will the Employer lockout its employees during the term of this Agreement.

Section 2. Employees will undertake to carry out properly any work assignment given to them. In the event any grievance arises over the propriety of the assignment of the work, or from any other cause, the work will be performed by the employee without interruption and the employee shall have the right to have the grievance disposed of in accordance with the grievance procedure established herein.

ARTICLE X
GRIEVANCE PROCEDURE

Section 1.The purpose of this Article is to provide an opportunity for the parties to discuss issues which may arise during the term of this Agreement regarding the interpretation, application, or alleged violation of any specific provision of this Agreement. Every grievance under this Collective Bargaining Agreement shall be filed within Five (5) days of the date of the incident that gave rise to the grievance or within Five (5) days of the employee's knowledge of the facts that constitute a grievance has risen. The parties agree that all grievance hearing shall be held in the town of Westerly.

Section 2. The grievance procedure may be utilized by the Union in processing grievances that allege a violation of an obligation of the Employer to the Union as such. In the event that an employee dies, the Union may process on behalf of his legal heirs any claims he would have had relating to any monies due under the provision of this Agreement.

Section 3. Step One: An employee who believes that he/she has a grievance shall first discuss his/her claim with his/her immediate supervisor who is outside of the bargaining unit with the Union steward present. The supervisor shall give his/her answer, in writing, to the Union within

two (2) working days. If the grievance has not been resolved either the employee or the Union may present the grievance in writing and proceed to Step Two.

Step Two. The grievance shall be presented to the Department Head within Two (2) days from the date that the supervisor gives his/her decision to the Union Steward as provided for in Step One. The Department Head shall schedule and hold a hearing on the grievance within Five (5) working days of the receipt of the written grievance and shall render a written decision within Two (2) working days of the hearing. Such decision shall contain the reason (s) for either granting or denying the grievance.

Step Three. If the grievance is not resolved at Step Two either the employee or the Union may submit the written grievance to the Town Manager within Two (2) working days of the receipt of the Department Heads written decision. The town Manager or his/her designee shall schedule and hold a hearing on the grievance within Five (5) working days of the receipt of the written grievance and shall render a written decision within Ten (10) working days after the hearing is concluded. If the employee is not satisfied with the decision of the Town Manager

the Union shall have the right to file a Demand for Arbitration.

Section 4. Arbitration Procedure All steps of the procedure shall be followed prior to submitting the grievance to arbitration. The Town and Union shall have ten (10) days to submit the grievance to arbitration which results in a speedy resolution. The period to be given may be extended only by the

mutual agreement of the Town and Local 808. All efforts to resolve grievances shall take place prior to a formal procedure involving the Union Business Agent and the appropriate Department Head or supervisor. The decision of the arbitrators as to matters arising out of the contract shall be final and binding on both sides. The arbitrator shall have no power to alter, amend, add to or deduct from the specific provisions of this Agreement. The fees
and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof The parties agree that all arbitration hearings shall be held on a rotating basis between the Town Hall the Union Hall.

Section 5. It is understood that in case of wrongful discharge or disciplinary action, the arbitrator may order reinstatement of the employee with back pay and without loss of any rights, of no more than 30 days prior to the date the grievance was initiated, provided that the Union shall have submitted the grievance in accordance with the grievance and arbitration procedure provided herein.

Section 6. Town's Right to Grieve. The Town of Westerly reserves the right to initiate discussion of any item in dispute. If discussions do not resolve the dispute, the Town may initiate Step 1 through Step 4 as applicable to the resolution of the dispute.

ARTICLE XI

SENIORITY

Section 1. Seniority shall be defined as:

Primary Seniority shall be defined as the total length of service in the present classification.

Town Seniority shall be defined as the total length of service with the Town.

Seniority shall immediately cease when an employee voluntarily quits or is discharged for cause. Seniority shall cease after a one-year period in the event that an employee is laid off and has not been recalled within one fiscal year period from the date of lay off or in the case where an employee exceeds an authorized leave of absence.

Section 2. Promotions. Notice of a promotional vacancy or any vacancy, which the Employer decides to fill, shall be posted for a period of five (5) working days on appropriate bulletin boards. Any employee who is interested in filling the vacancy shall apply in writing to the Town Manager or his designee within the five (5) day period. The vacancy shall be filled on the basis of qualifications and ability. If the Employer determines that none of the applicants for the position are qualified, or if no bids are received from bargaining unit employees, the Employer may fill the vacancy by a new hire. The following factors shall be considered in promotions:

(a) ability to perform the work; (b) work history, (c) training, and (d) education. When these factors are equal then Town Seniority shall be the determining factor. Nothing in this section shall require the Employer to actually fill a vacancy after posting it.

Section 2(b). All new employees shall serve a sixty (60) day probationary period before he/she can be promoted or transferred. If a probationary employee is the sole employee applying for a vacant position such employee may be considered for the promotion by the town Manager in his/her sole discretion. In the event of a transfer, a new probationary period shall commence on the date of the transfer.

Section 3(a). Transfer or Layoff. When the Town considers lay off it shall notify the Union fifteen (15) days prior to issuing any lay off notice to an employee. The Union shall be given the opportunity to present its recommendations to the Town Manager within such fifteen (15) day period.

Section 3(b). Lay off notices shall be given to the least senior employees in the classifications and departments affected by lay off. For the purpose of lay off the departments shall be as follows:

1. Public Works
2. Tax Assessor

3. Code Enforcement
4. Finance
5. Town Clerk
6. Police (Civilian employees)
7. Water

Section 3(c). Any employee who has received a lay off notice shall have the right to bump the least senior employee in any equal or lower classification within the department in which the laid off employee was employed provided that such employee meets all of the qualifications for appointment to the classification. If the employee who receives the lay off notice is unable to bump within his/her department then such employee may bump a less senior employee in am equal or lesser classification within the bargaining unit provided the employee meets all of the qualifications for appointment to the position.

Any employee who is 'bumped' shall have the right to 'bump' the least senior employee in any equal or lower classification within the department in which the 'bumped' employee was employed provided that such employee meets all of the qualifications for appointment to the classification. If the employee who is 'bumped' is unable to 'bump' within his/her department then such employee may 'bump' a less senior employee in an equal or lesser classification within the bargaining unit provided the employee meets all of the qualifications for appointment to the position. This process applies to all employees who are 'bumped' following a lay off. All such bumps shall utilize Town Seniority. Recalls shall be in the inverse order of seniority.

Section 4. A seniority list of all employees covered by this Agreement showing name, classification and date of hire will be posted on appropriate bulletin boards accessible to all employees affected. The roster will be revised and posted in January of each year and will be open to protest and correction for a period of thirty (30) days from the posted date, and, upon proof of error presented by an employee, or his representative, and with Union approval, such error will be corrected and the list becomes final.

ARTICLE XII

VACATION LEAVE

Section 1(a) Permanent full-time employees shall accrue vacation leave in accordance with the following schedule:

Length of Service	Days Per Month	Days Per Year
Six (6) Months	.833	5 Days
1 - 7 Years	.833	10 Days
Beginning of Eighth (8th) year of Service But less than (13) years	1.25	15
Beginning of Thirteenth (13th) year of Service	1.67	20 Days
Beginning with Twenty-first (21st) year of Service	2.0833	25 Days

Effective July 1, 2013 only employees who were hired prior to January 1, 1995 shall be eligible to receive thirty (30) day of vacation when they complete thirty (30) years of service..

Vacation leave shall be accrued on each full month of employment up to dates that leave is taken and shall begin to accrue on the first day of the first calendar month next following the date of appointment. Vacation entitlements shall accrue as of anniversary date of employment.

Section 1(b). Employees shall be allowed to take vacation during the calendar year. The employee shall submit a written vacation request specifying the dates of such vacation request to the Department Head where the employee is assigned at least thirty (30) working days in advance of the desired vacation period. The Department Head shall either grant or deny the request within ten (10) working days from the date that the request is made. No vacation leave shall be taken without prior approval of the Department Head. Vacation requests will be processed giving preference to the employee's primary seniority within the department where the employee is assigned.

Section 1(c). Vacation leave may be granted for periods of less than one-half (1/2) day. The employee may request vacation leave for not less than two (2) hours by submitting a written request to his/her Department Head not less than three (3) days in advance of the desired time off. The Department Head shall either grant of deny the request within twenty-four (24) hours of the request.

Section 1(d). In the event that an employee desires to take a vacation of less than three (3) days such employee shall make the request in writing to the Department Head who shall either grant or deny the request.

Section 1(e). Employees may carry over twice the amount of vacation that may be accrued in any one calendar year. However, when an employee retires he/she shall only be paid for one year of accrued vacation. All requests for leaves during December 12 — January 8th must be submitted between September 1 — 15, and will be approved no later than September 30. This procedure will allow for employees' seniority to be utilized. If an employee does not submit a request for this period, than approval for days off will be subject to first come request basis.

ARTICLE XIII

SICK LEAVE

Section 1 All full time employees, excluding part-time and temporary employees are entitled to accrue sick leave at the rate of one day per month for a total of twelve (12) days per year. Such employees may continue to carry over unused sick leave from one year to the next, however, any unused sick leave that is carried over from and after July 1, 2013 shall not be subject to the buy-back provisions of this Agreement.

Section 2: Employees who have an accumulated sick leave balance as of June 30, 2013 may retain such balances to the extent that such balance does not exceed 100 days. Such sick leave balances shall continue to be subject to the buy-back provision of this agreement as follows: Upon retirement only of the employee, the Town will buy-back thirty-three and one third (33.33%) percent of such unused sick leave at the rate of pay for the 2012/2013 fiscal year and shall made within thirty (30) days of retirement of the employee.

Section 3. When an employee discharges sick leave in accordance with the provisions of this Agreement such sick leave use shall be deducted from the sick leave that was accrued during the current fiscal year. In the event that the employee does not have sufficient sick leave that was accrued during the current fiscal year to cover the absence then the Town shall first discharge such excess from any carry over balance created prior to July 1, 2013. In the event that the employee does not have sufficient sick leave that was accrued in the current fiscal year or that was carried over prior to July 1, 2013 then the town shall discharge such excess from any carry over balance created after July 1, 2013. If the employee does not have sufficient sick leave that was accrued during the current fiscal year or any carry over balance to cover the absence then the employee shall not be paid for such absence.

Section 4. Sick leave shall only be used under the following conditions:

a) personal illness; physical incapacity beyond the employee's control;

b) when an illness in the immediate family requires the employee's personal attention and the necessity of such attention is supported by a doctor's certificate, when requested by the Town Manager.

Section 5. When an employee experiences a personal illness that requires him/her to be absent from work or in the event that a member of the employee's immediate family experiences an illness that requires the employee to attend to the ill family member, the employee must notify the Department Head not less than thirty (30) minutes before the start of the shift. Such notification may be by (1) personal notification by telephone, (2) voice mail on the Department Head's office telephone, or (3) by voice mail on the Department Head's cell phone if the Town provides the Department Head with a cell phone. The employee shall also indicate the nature of the illness and the expected duration of the absence. In the event that the expected duration exceeds the time indicated the employee shall notify the Department Head as soon as the employee knows he/she will be absent for a longer period of time. Failure to provide the required information shall result in loss of pay for the duration of the illness, except where the employee is incapacitated and no family member is available to provide the required information. The term "employee's family" shall be defined to include the following members: spouse, father, mother, sister, brother, child including step child and foster child, mother-in-law, father-in-law, grandparent, domestic partner, or any other relative of the employee who is residing in the

employee's household.

Section 6. When the absence is more than three (3) consecutive days, the employee's Department Head shall request that the employee substantiate the absence with a doctor's certificate or other evidence satisfactory to the employer. Failure to comply with this provision shall result in the loss of sick leave benefits for that period of absence.

Section 7. In any calendar month in which an employee accumulates more than three {3) separate absences charged to sick leave or unauthorized absences, with or without pay, said employee shall not accrue sick leave credit for that month unless the employee provides a doctor's certificate to substantiate sick leave for the fourth (4th) or any additional absences.

Section 8. Leave of Absence Without Pay. A) Employees maybe granted leaves of absence without pay for the following reasons: funerals of friends, special religious holidays, any good and sufficient reason, all to be upon approval of the Department Head and the Town Manager. Such leave shall not exceed six (6) working days in any calendar year or two (2) working days in any one month. The Union has accepted the Town's Family and Medical Leave Act Policy (See Appendix C).

B) Employees shall not accrue sick leave and vacation leave benefits while on an unpaid leave. Employees on an unpaid leave shall continue to pay the bi-weekly medical contribution.

C) All requests for unpaid leave must be submitted in writing to the Town Manager for approval.

ARTICLE XIV

BEREAVEMENT LEAVE

Section 1. In the event of the death of a spouse, domestic partner, child, mother or father, the employee shall be entitled to four (4) day of paid bereavement leave. In the case of the death of a step child, foster child, brother, sister, mother-in-law, or father-in-law, grandmother, grandfather, grandchild, or relative residing in the household of each employee covered by this

Agreement shall be entitled to leave of absence with pay amounting to three (3) days within the work week, as established for payroll purposes from Sunday through Saturday.

Section 2. In the case of death of relative other than as provided in Section 1 above, such leave of absence with pay shall be for not more than one (1) day to permit travel or attendance at the funeral or memorial service of said person, if the leave is first approved by the division head.

ARTICLE XV

JURY DUTY

Any employee who is required to perform jury duty during his regular work schedule shall be paid his regular salary less the jury duty fee paid by the state. Such deduction shall not include any traveling allowances or reimbursing of expenses that may be paid by the state.

ARTICLE XVI

HOLIDAYS

Section 1. The following shall constitute holidays for purposes of this Agreement:

Day before New Year's	**New Year's Day**
Martin Luther King, Jr. Day	**Washington's Birthday**
Good Friday	**Memorial Day**
July Fourth	**Labor Day**
Victory Day	**Columbus Day**
Veterans' Day	**Thanksgiving Day**
Day after Thanksgiving	**Day before Christmas**
Christmas Day	**Election Day (if schools are closed)**

Section 2. As set forth herein, employees shall receive pay for the above holidays provided that they shall have worked their last scheduled working day preceding such holiday and their first scheduled working day following such holiday unless on an approved vacation or the result of a documented illness through the submission of a physicians note or other satisfactory evidence. All employees shall be eligible to receive all of the holidays listed in Section 1 above.

Section 2a. Negotiated holidays that fall on a Saturday shall be celebrated on the last scheduled work day before the holiday.

Section 2b. Whenever any of the preceding listed holidays fall on a Sunday, the following day shall be considered the holiday.

Section 3. Holidays on Schedule Days Off. Should any of the holidays recognized above fall on any employee's scheduled day off or on a Saturday or Sunday, in the case of an employee whose normal work week is five (5) days, Monday through Friday, an employee who would otherwise be entitled to holiday pay shall receive an additional days pay at the applicable regular rate or at the option of the employee and Department Head, an additional day off within thirty (30) calendar days of holiday, if schedule permits.

Section 4. Holiday During Vacation Period Should any of the holidays recognized in this Agreement be celebrated during a vacation period for which an employee receives vacation pay under this Agreement, the employee shall be entitled to an additional day off with pay which shall not necessarily be contiguous to his vacation.

Section 5. Holiday Worked An employee required to work on a holiday which falls during his normal work week, to which he is entitled under this Agreement, shall be paid time and one-half his regular rate of pay for such day in addition to his holiday pay or an additional day off with pay. This provision shall not apply to police dispatchers when the holiday falls during the regularly scheduled work week for whom one day off will be granted in lieu of the holiday, at the option of the employee and the Department Head. If the employee and the Department Head both agree, an equivalent day off may be scheduled in lieu of the paid time off at the rate of time and one-half for all hours worked.

Section 6. Police Dispatchers Police Dispatchers who are scheduled to work a paid holiday shall receive two and one-half (2-1/2) times their regular rate of pay for said time.

ARTICLE XVII

HEALTH

Section 1(a). Health Insurance The employer shall provide a health insurance benefit for all members of the bargaining unit. Such health insurance benefit shall include a medical plan, a prescription plan, a dental plan and a vision plan. The medical plan shall be substantially similar to the medical plan that is presently being provided to the employees who are covered by this Agreement. The health care plan shall be as follows:

A. Office visits $15.00 co-pay
B. Specialists $25.00 co-pay.
C. Emergency Room visits $100.00 co-pay
D. Urgent Care visits $50.00 co-pay.
E. Pharmacy co-pay unchanged 20%

The employee's contribution for health insurance shall be Twenty (20%) of the working rate.

1(b) If the employee agrees to actively participate in and does in fact participate in a Town of Westerly sponsored Wellness Program including all defined provisions, the employee's contribution, with the approval of the Town Manager, will be maintained at the rate of seventeen and one-Half (17.5%) percent of the working rate.

1(c) Employees will also be eligible to receive a match of one hundred-fifty ($150.00) dollars if they enroll in the Town sponsored Flexible Spending Account and the employee has contributed an amount equal to or greater than one hundred-fifty ($150.00) dollars into such Plan per year. Any employee, who is employed by the Town of Westerly and has health insurance coverage through their spouse's employer which such employer is other than the Town of Westerly, may at the employee's election forego the health insurance coverage that is provided by the Town and receive cash payment of Two Thousand ($2,000.00) Dollars annually. However, if any employee of the Town of Westerly loses their spouse's coverage the Town shall provide such coverage within the normal regulations of the health insurance carrier.

Section 2. Dental Plan. The Town will provide dental coverage of up to $2,000.00 per year, for each employee of the bargaining unit and member of their family, for the duration of the Agreement. Newly hired employees shall receive the health insurance, dental plan and vision plan on the first day of the month following their first date of employment

Section 3. Pro-rated Benefits. Employees working at least 20 hours or more per week to qualify, shall receive pro-rated benefits based upon hours worked.

ARTICLE XVIII

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA NATIONAL (INDUSTRIAL) PENSION FUND

To provide employees with a retirement benefit, the Employer agrees to make payments to the Laborers' International Union of North America National (Industrial Pension Fund for each employee covered by said Collective Bargaining Agreement, as follows:

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedules and wish to document that agreement as follows;

The current contribution rate to the Pension Fund of Two Dollars and Five Cents ($ 2.05) per hour shall be increased by 10% (rounded to the nearest penny) to the rate of Two Dollars and Twenty Six ($2.26) Cents per hour effective October 1, 2013. The parties further agree that the additional increase to the contribution rate to the Pension Fund shall be financed by an assignment a portion of the negotiated wage increase as agreed upon by the parties

Effective October 1, 2014 the contribution rate to the Pension Fund of Two Dollars and Twenty-Six Cents ($2.26) per hour shall be increased by 10% (rounded to the nearest penny) to the rate of Two dollars and Forty-Nine Cents ($2.49) per hour. The parties further agree that the additional increase of the contribution rate to the Pension Fund shall be financed by the Employer contributing an additional Ten

($.10) Cents per hour or a total contribution of One Dollar and Seventy- Two Cents ($1.72) per hour. The balance of said increase shall be financed by an assignment of a portion of the negotiated wage increase as agreed upon by the parties.

Effective October 1, 2015 the contribution rate to the pension Fund of Two Dollars and Forty-Nine Cents ($ 2.49) per hour shall be increased by 10% to the rate of Two Dollars and Seventy- Four Cents ($ 2.74) per hour. The parties further agree that the additional increase to the contribution rate of the Pension Fund shall be financed by the Employer contributing an additional Five ($.05) Cents per hour or a total contribution of One Dollar and Seventy-Seven Cents ($1.77) per hour. The balance of said increase shall be financed by an assignment of a portion of the negotiated wage increase as agreed upon by the parties.

Contributions are paid for each hour worked in any one (1) week for each of its employees covered by this agreement. For the purpose of this Article, each day paid for, including days of paid vacations, paid holidays and other days for which pay is received by the employee in accordance with the Collective Bargaining Agreement, shall be counted as days for which contributions are payable. No payments shall be calculated after the employee's normal workweek.

With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension's Fund current plan of benefits for the group will remain unchanged with the following exceptions:

(a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

(b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of $ 5,000 or less and for the Fund's $5,000 death benefit.

(c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

The Plan as a whole is deemed to be a part of the Preferred Schedule.

Contributions shall be due and paid on a monthly basis. Specifically contribution earned during a calendar month shall be due and paid by the twentieth (20th) day of the immediately following calendar month.

Unless otherwise agreed by the Pension Fund, contributions shall be paid by check to the "Laborers' National (Industrial) Pension Fund at 905 16th Street, N.W., Washington, D.C. 20006 by U.S. Mail or commercial carrier.

Together with each contribution payment, the Employer shall deliver to the Pension Fund such written reports as the Pension Fund may require to verify and properly credit the contributions. If acceptable to the Pension Fund, the Employer may submit its contribution reports electronically.

The Employer shall retain the payroll records on which its contribution reports are based. The Pension Fund shall be entitled to have an independent certified public accountant audit the Employer's records from time-to-time to reasonably verify the accuracy and completeness of the Employer's contributions.

The Union and the Employer hereby adopt by reference the Pension Fund's Agreement and Declaration of Trust which governs the operations of the Pension Fund as a trust fund established for the purpose of providing retirement income to eligible participants and beneficiaries. A copy of the Agreement and Declaration of Trust has been provided to the Employer.

The Union agrees that the inclusion of this article in this Agreement shall not in any way constitute an agreement or promise by the employer to pay to any beneficiary of the Laborers' National (Industrial) Pension Fund covered by this Agreement any of the benefits described or contained in the said pension plan. The inclusion of this Article in the Agreement is solely to comply with the requirements of the Funding Rehabilitation Plan ("Plan"), dated July 26, 2010 as required by the Pension Plan Act of 2006.

ARTICLE XIX

RHODE ISLAND LABORERS' ANNUITY FUND

The Employer agrees to pay the sum of Six ($.06) Cents per hour worked per employee to the Rhode Island Laborers' Annuity Fund pursuant to a plan and trust which has been adopted by the parties.

The plan and trust shall conform to the provisions of the Taft-Hartley Act of 1947, as amended, and the Employees Retirement Income Security Act of 1974, as amended, and shall be administered by a Board of Trustees, one-half of which is selected by the Employers and one-half of which is selected by the Union. Reports in the form furnished by the trustees of the Fund and payments shall be made by the Employer, to the Rhode Island Laborers' Annuity Fund not later than the twentieth day of each and every month for hours worked by employees up to the end of the last complete payroll period of the preceding calendar month.

ARTICLE XX

LIFE INSURANCE

The Employer shall pay the full cost of providing term group life insurance coverage in the amount of Fifty Thousand Dollars ($50,000) for all employees covered by this Agreement.

ARTICLE XXI

TEMPORARY DISABILITY INSURANCE

All employees covered by this Agreement shall be enrolled in the state of Rhode Island Temporary Disability Program at the employee's expense under conditions specifically provided by the state statute in effect up to December 31, 1992.

ARTICLE XXII

HOURS OF WORK

Section 1(a). The town recognizes the current hours of work as set forth in Appendix B. When the Town proposes to change the hours of work for any employee, group of employees, department, or any other group it shall first give the Union written notice of such proposed change ten (10) working days prior to the proposed date of the change. The notice shall include the new schedule and the reasons for the proposed change which could include a reduction in overtime. In the event that the parties are not able to agree on the proposed changes in the work schedule(s) the town shall be able to implement the proposed changes and the Union may submit the matter to arbitration. The sole issue before the arbitrator shall be as follows: **"Is the proposed changes in the work schedule arbitrary or capricious."**

Section 1(b). The established practice of taking a fifteen minute break in the morning is recognized. The Town Manager will issue a policy that will allow an employee the opportunity for a beverage in the afternoon.

Section 2. Overtime. Overtime shall be defined as the required performance of work in excess of the regular work-week. Overtime is determined by the Department Head and shall be offered to employees in the department in accordance with Section three (3) herein.

Section 3. Rotation of Overtime. Overtime work shall be rotated and equally distributed within each Division, subject to their ability to perform work required by classification and based on the work the employee customarily and ordinarily performed during the week. Refusal of overtime shall be counted as credited overtime for rotation purposes. It is understood that the crew leaders who perform work in a classification below them for the majority of hours worked during the week shall be included in the overtime rotation schedule. The current organization of the Department of Public Works contains three (3) Divisions; The Maintenance Division, the Utility Division, and the Engineering Division. Within the Maintenance Division, there are five (5) Sections; the Highway Section, the Recreation Section, the Building Maintenance Section, the Equipment Section, and the Solid Waste Section. Within the Utility Section, there are three (3) subsections; The Water Supply Section, the Billing and Meter Maintenance Section, and the Distribution Maintenance Section. The Engineering Division is comprised of one section.

Section 4. An employee may refuse an overtime assignment and the refusal in such event will not jeopardize his right to future overtime. In the event that all employees in the department and in the classification refuse an overtime assignment where the overtime is needed, the employer shall have the right to order the least senior employee by primary seniority to perform the overtime assignment. However, during winter snowplowing or sanding operations, and at the Water Treatment Pollution Facility of Water Facility, or any other emergency situation as declared by the Town Manager, where the public health, safety and property may be endangered, an employee may not refuse any overtime.

Section 5. During all snow plowing, sanding and de-icing operations, one (1) employee may be assigned to each truck. Every employee who is performing driving, operating, shoveling, or mechanic duties that are associated with the aforementioned winter operations shall receive double time for all hours worked over their normal eight (8) hours. Paid rest periods will be at the discretion of the supervisor. The Town will provide meals when possible. As approved by the supervisor, a $5.00 voucher for breakfast or lunch, or an $8.00 voucher for dinner will be provided to the employee. After the duties of snow plowing, sanding and de-icing have ceased during normal working hours, the employees involved in the snow removal operations, may be allowed to be sent home the remainder of the day at the supervisor's discretion. The rotation of overtime for snowplowing operations shall be rotated first through the Maintenance Division, and secondly through the Utility Division, and lastly through the Engineering Division. It is understood that the Solid Waste Section must be able to continue to perform Solid Waste functions during snow plowing operations in order to protect the health and safety of the public. The Solid Waste Section within the Maintenance Division shall rotate snow- plowing operations by an established "A" and "B": Snow Plow list of eligible Solid Waste employees. The Director of Public works shall establish a voluntary "A" and "B" Snow Plow list for the Waste Section personnel who shall be available for snow plowing operations. These lists shall be updated every year, and may be updated more frequently if mutually agreed to by the Town and the Union. The "A" and "B" Snow Plow lists shall be equally configured by the Town so that the Solid Waste Section is able to continue to protect the safety and welfare of the public. If, in the event that a snow plow operation occurs when the following day is not a normally scheduled work day for the Solid Waste Section employees, the Town may, at their discretion, allow both "A" and "B" Snow Plow list employees to work the snow plow operations, as long as their work does not adversely affect Public Works operations on subsequent shifts.

Section 6. In case of an emergency, when only one or more vehicles are to be used, a driver and laborer may be recalled. The duty mechanic, or mechanics, in the above situations, can operate all equipment. In case of a Town or State emergency as declared by the Town Manager, a Department Head may cancel and reschedule any and all vacation leave in advance of being taken. In the event of such cancellation, the cancellation and the rescheduling shall be accomplished based upon and consistent with the process established for each vacation request.

Section 7. Callback. Any employee who is notified to work between the hours of 4:00 pm on Fridays through Monday at 7:30 am or holidays shall be guaranteed a minimum of four (4) hours overtime pay at the rate of one hundred fifty percent (150%). This reporting allowance will include all regular employees with the exception of the employees who are on standby basis in the Water and Sewer Departments. Employees acknowledge that they may be required to remain at work for the entire four (4) hour period of time. In the event that an employee is called back to work after their shift has ended the Town agrees to pay a minimum of one (1) hour at the overtime rate of time and one half. This provision shall apply from Monday at 7:30 A.M. through Friday at 4:00 P.M.

Section 8. If an employee works overtime in an emergency situation, that employee is still required to perform regular work hours and shifts, following the overtime, unless excused by the appropriate Department Head.

Section 9. The Town Manager reserves the right to determine temporary hours for employees in emergency situations.

Section 10. The Director of Public Works shall establish an eligibility roster for all Public Works and Water Department personnel who shall be available for "duty" assignment, according to established practice. More than two refusals within twelve (12) consecutive months on the roster shall constitute grounds for dismissal.

ARTICLE XXIII

WAGES

Section 1. All employees covered by this Agreement shall be paid in accordance with the pay rates set forth for their classifications in Appendix A to this Agreement.

Effective the first full pay period in July 2013 wages shall be increased by 2%. The employees agree to assign the sum of Sixty-Five ($.65) cents per hour to be paid to the Laborer's International Union of North America National (Industrial) Pension Fund effective the first pay period in October (commencing September 26, 2013).

Effective the first full pay period in July 2014 wages shall be increased by 2%. The employees agree to assign the sum of Seventy-eight ($.78) cents per hour to be paid to the Laborer's International Union of North America National (Industrial) Pension Fund effective the first pay period in October (commencing September 25, 2014).

Effective the first full pay period in July 2015 wages shall be increased by 2%. The employees agree to assign the sum of One Dollar ($1.00) per hour of said wage increase to be paid to the Laborers International Union of North America National (Industrial) Pension Fund effective the first pay period in October (commencing September 24, 2015). The parties further agree that during the term of this Agreement such additional contribution by the employer shall constitute it its entire additional financial obligation to the to the Laborers International Union of North America National (Industrial) Pension Fund.

Section 2.(a) All employees covered by this Agreement who are required to work on the second and/or third shifts shall receive an additional forty-five (45) cents per hour over their hourly rate.

Section 2(b). Employees who climb the Water tower will be paid time and one-half while performing this duty.

Section 3. When a permanent internal transfer occurs, the amount of time that shall expire before the higher wages is to take effect shall be thirty (30) days.

Section 4. Method of Payment. All members of the bargaining unit shall be paid on a biweekly basis.

Section 5. Whenever an employee performs work at a higher classification, the out-of-classification differential shall begin from the first hour worked.

Section 6. Uniforms. The Town shall reimburse the police dispatchers for a uniform and maintenance up to Three Hundred ($300.00) Dollars per year. The uniform for dispatchers shall be designated by the Chief of Police.

Section 7. Standby Pay/Water Department Those personnel engaged in daily assignment shall receive the following:

1. Standby pay - 12 hours regular pay
2. 2 hour minimum overtime each call
3. 4 hours regular pay more on holidays

Section 8. Union Business. The Town recognizes the need for Union presence from time to time at meetings with management and other Union Business such as Union Conventions or educational conferences that can only be scheduled during the union representatives work hours. Therefore, the Town agrees to allow Union representatives, as follows: Field Representative — 150 hours, Officers — 50 hours each, Stewards — 50 hours each per calendar year for the conducting of union business so long as such time off is approved in advance and so noted as Union business time by the Union Representatives direct Supervisor. The Town will attempt to comply with Union Representatives requests for short-term intermittent leave for the conducting of Union business to the extent that there is no interference with Town operations. Interest based contract negotiations will not be counted in these hours. All hours used must be reported to the Human Resource Coordinator.

ARTICLE XXIV

DISCIPLINARY PROCEDURE

Section 1. Discipline shall only be imposed for just cause. Disciplinary action shall consist of the following and may be imposed under appropriate circumstances as determined by the Town Manager or designee:

Oral reprimand.
Written reprimand.
Suspension.
Discharge.

Section 2. When disciplinary action is to be taken against an employee the town Manager or designee shall provide written notification to the employee and the Union Business Manager. Such written notification shall include the specific grounds for the proposed disciplinary action.

Section 3. Prior to imposing a suspension or discharge on an employee, the Town Manager shall provide the employee and the Union with the opportunity to meet with the Town Manager or designee for the purpose of providing the Town Manager or designee with a statement from the employee in defense, mitigation, explanation, or any other reason why such disciplinary action should not be imposed.

Section 4. When disciplinary action is to be imposed on an employee and the disciplinary action is either an oral reprimand or a written reprimand the Department Head shall meet with the employee and shall inform him/her of the specific reason for the proposed disciplinary action. The employee shall have the right to have his/her Union representative present during such a meeting. When such disciplinary action is to be imposed it shall be done privately.

ARTICLE XXV

ANNUAL EVALUATION

The Town shall have the right to evaluate every employee covered by this Agreement on a bi-annual basis. Evaluation periods shall be six (6) months in duration and the evaluation shall be performed during the month following the conclusion of the evaluation period. Such evaluations shall not be used for disciplinary, promotional or lay off purposes.

ARTICLE XXVI

EMERGENCY CLOSURES

In the event that the Governor of the State declares a State of Emergency and Town Offices are to be closed as a result, the Town Manager may authorize Department Heads to excuse employees at a stated time. Employees who are required to work when other employees have been so excused shall be paid at the rate of time and one half for each hour worked after the Town Manager has decided to close Town Offices.

ARTICLE XXVII

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Town of Westerly and the Union and its successors and assigns. No provision herein contained shall be nullified or affected in any manner as a result of any change in the Town Charter.

ARTICLE XXVIII

DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective July 1, 2013 and shall continue in full force and effect through June 30, 2016 and from year to year thereafter unless either party, at least one hundred twenty (120) days prior to June 30, 2016, gives notice in writing to the other party of its intention to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. In the event that such notice is given, negotiations shall begin

Immediately no later than sixty (60) days prior to the termination of the Agreement.

Section 2. The provisions of the preceding section shall not prevent the parties, by written agreement, from extending any portion of this Agreement (after the one hundred twenty (120) day notice has been given) for any agreed upon period beyond its expiration date.

Section 3. Both the Town and Local 808 agree that in the future any reorganization of the Town government will be cause for consultation regarding the number of employees in the bargaining unit with deference to the unit certifications in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 24 day of September, 2013.

TOWN OF WESTERLY

Michelle Buck, Interim Town Manager

~~Sharon E. Ahern~~, Witness
JOHN J. TURANO

RI LABORERS DISTRICT COUNCIL
On behalf of LOCAL UNION 808

Michael F. Sabitoni, Business Manager

LOCAL UNION 808

Frank Ciccone, Business Manager

Witness

APPENDIX A

PAY TABLE FOR CONTRACT YEAR 2013-2014

LOCAL 808 POSITION	BUDGET 2012-2013	2% BUDGET 2013-2014	EFFECTIVE 7/1/2013	EFFECTIVE 9/26/13
ACCOUNT CKERK III	$20.71	$21.12	$20.68	$20.47
ACCOUNT CLERK II	$20.20	$20.60	$20.16	$19.95
ACO OFFICER	$21.10	$21.52	$21.08	$20.87
CREW LEADER	$21.10	$21.52	$21.08	$20.87
CUSTODIAN	$19.66	$20.05	$19.61	$19.40
DISPATCHER	$19.87	$20.27	$19.83	$19.62
HEAVY EQUIP. OPERATOR	$20.43	$20.84	$20.40	$20.19
LABORER	$19.66	$20.05	$19.61	$19.40
Lt. EQUIP OPERATOR	$19.95	$20.35	$19.91	$19.70
MAINTENANCE SPECIALIST	$20.26	$20.67	$20.23	$20.02
MECHANIC WELDER	$21.47	$21.90	$21.46	$21.25
OFFICE ASSISTANT	$20.20	$20.60	$20.16	$19.95
PARTS SPECIALIST	$19.66	$20.05	$19.61	$19.40
ROLL OFF OPERATOR	$20.22	$20.62	$20.18	$19.97
SENIOR MECHANIC	$22.20	$22.64	$22.20	$21.99
SKILLED LABORER	$19.87	$20.27	$19.83	$19.62
TRACTOR TRAILER	$21.09	$22.53	$22.09	$21.88
WATER OPERATOR	$20.26	$21.67	$21.23	$21.02

PAY TABLE FOR CONTRACT YEAR 2014-2015

LOCAL 808 POSITION	BUDGET 2013-2014	2% BUDGET 2014-2015	EFFECTIVE 7/1/2-14	EFFECTIVE 9/25/14
ACCOUNT CKERK III	$21.12	$21.55	$20.90	$20.77
ACCOUNT CLERK II	$20.60	$21.02	$20.37	$20.24
ACO OFFICER	$21.52	$21.95	$21.30	$21.17
CREW LEADER	$21.52	$21.95	$21.30	$21.17
CUSTODIAN	$20.05	$20.45	$19.80	$19.67
DISPATCHER	$20.27	$20.67	$20.02	$19.89
HEAVY EQUIP. OPERATOR	$20.84	$21.26	$20.61	$20.48
LABORER	$20.05	$20.45	$19.80	$19.67
Lt. EQUIP OPERATOR	$20.35	$20.76	$20.11	$19.98
MAINTENANCE SPECIALIST	$20.67	$21.08	$20.43	$20.30
MECHANIC WELDER	$21.90	$22.34	$21.69	$21.56
OFFICE ASSISTANT	$20.60	$21.02	$20.37	$20.24
PARTS SPECIALIST	$20.05	$20.45	$19.80	$19.67
ROLL OFF OPERATOR	$20.62	$21.04	$20.39	$20.26
SENIOR MECHANIC	$22.64	$23.10	$22.45	$22.32
SKILLED LABORER	$20.27	$20.67	$20.02	$19.89
TRACTOR TRAILER	$22.53	$22.98	$22.33	$22.20
WATER OPERATOR	$21.67	$21.08	$20.43	$20.30

PAY TABLE FOR CONTRACT YEAR 2015-2016

LOCAL 808 POSITION	BUDGET 2014-2015	2%BUDGET 2015-2016	EFFECTIVE 7/1/15	EFFECTIVE 9/24/2-15
ACCOUNT CLERK III	$21.55	$21.98	$21.20	$20.98
ACCOUNT CLERK II	$21.02	$21.44	$20.66	$20.44
ACO OFFICER	$21.95	$22.39	$21.61	$21.39
CREW LEADER	$21.95	$22.39	$21.61	$21.39
CUSTODIAN	$20.45	$20.86	$20.08	$19.86
DISPATCHER	$20.67	$21.09	$20.31	$20.09
HEAVY EQUIP. OPERATOR	$21.26	$21.68	$20.90	$20.68
LABORER	$20.45	$20.86	$20.08	$19.86
Lt. EQUIP OPERATOR	$20.76	$21.17	$20.39	$20.17
MAINTENANCE SPECIALIST	$21.08	$21.50	$20.72	$20.50
MECHANIC WELDER	$22.34	$22.78	$22.00	$21.78
OFFICE ASSISTANT	$21.02	$21.44	$20.66	$20.44
PARTS SPECIALIST	$20.45	$20.86	$20.08	$19.86
ROLL OFF OPERATOR	$21.04	$21.46	$20.68	$20.46
SENIOR MECHANIC	$23.10	$23.56	$22.78	$22.56
SKILLED LABORER	$20.67	$21.09	$20.31	$20.09
TRACTOR TRAILER	$22.98	$23.44	$22.66	$22.44
WATER OPERATOR	$21.08	$21.50	$20.72	$20.50

APPENDIX B

TOWN HALL	Monday-Friday	8:30 A.M. to 4:30 PM
DPW Maintenance, Utility	Monday -Friday	7:30 AM to 4:00 PM
Engineering Divisions Utility (Pump Room)	Seven days	8:00 AM to 4:00 PM
Maintenance (Solid Waste)	Monday-Friday	7:30 AM to 4:00 PM
1 Employee Maintenance Solid Waste	Tuesday-Saturday	7:30 AM to 4:00PM
DPW Maintenance	Monday-Friday	5:00 AM to 1:00PM
DPW Maintenance Transfer Station Tractor Trailer	Saturdays	5:00AM to 1:00 PM
DPW Maintenance Town Hall First Shift	Monday-Friday	6:00AM to 2:00PM
Town Hall Second shift	Monday-Friday	3:00 PM to 11:00PM
DPW Maintenance Police Station	Monday-Friday	7:30 AM to 4:00 PM
Police Dispatchers	Seven Days/Three Shifts	8:00 AM to 4:00 PM 4:00 PM to 12:00AM 12:00AM to 8:00AM
Utility (Office Assistant)	Monday -Friday	8:00 AM to 4:30 PM
Police Secretary	Monday-Friday	8:00 AM to 4:30 PM

MEMORANDUM OF AGREEMENT

TOWN of WESTERLY – Dispatchers
And
THE RHODE ISLAND LABORERS' DISTRICT COUNCIL
On BEHALF of LOCAL UNION 808

This Memorandum of Agreement (MOA), is entered into this Day of September, 2013 between the Town of Westerly and Local 808 on behalf of the Police Dispatchers. The parties hereto have agreed to the following terms and conditions of employment that pertain exclusively to the Police Dispatchers:

1. The Town of Westerly agrees to supply each dispatcher with an initial uniform issue which will consist of the following uniform items: three (3) pair of pants, four (4) short sleeve shirts, four (4) long sleeve shirts, and one pair of shoes. The uniform style shall be determined by the Chief of Police. Each employee shall be responsible for the appearance and neatness of the uniform and shall be required to report to work in the proper uniform. The Town agrees to replace unserviceable uniform items on an as needed basis provided that the employee obtain prior approval to purchase such item from their supervisor. The Town further agrees to increase the uniform maintenance allowance from the present three hundred ($300.00) dollars to four hundred ($400.00) dollars effective August 2013.

2. The Town agrees the when a new dispatcher is hired the Chief shall appoint a dispatcher to train the newly hired employee. The training dispatcher shall be compensated at the rate of Ten ($10.00) dollars per shift and not to exceed a maximum amount of three hundred twenty ($320.00) dollars.

3. The Town agrees to provide the following training to Police Dispatchers: First Aid, CPR and Power Phone. The First aid and CPR shall be available through local agencies such as the Westerly Ambulance Corps. The Power Phone training shall be offered when available in the tri-state area comprised of Rhode Island, Connecticut, and Massachusetts.

Town of Westerly

Michelle A. Buck
Interim Town Manager

RI Laborer's District Council
On behalf of Local Union 808

Michael F. Sabitoni
Business Manager

Local Union 808

Frank A. Ciccone
Business Manager