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, 2016 TO JUNE 30, 2019

PUBLIC WORKS AND SECRETARIAL

ORIGINAL DOCUMENT

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AGREEMENT

This AGREEMENT is effective the 1st day of July 2016 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 regular 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 ninety (90) 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 a time and manner determined by the Town Manager or his designee 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 thirty (30) day period. Such extension shall be at the sole discretion of the Town Manager or his designee. If the probationary period is extended the Town Manager or his designee 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

Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the employer has and will continue to retain, whether exercised or not, all the rights, powers, and authority heretofore had by it and except where such rights, power and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole unquestioned right, responsibility and prerogative of management of the affairs of the Town and the direction of the working forces, included but not limited to the following:

a. To determine the care, maintenance and operation of the equipment andproperty used for and in behalf of the purposes of the Town.
b. To establish and continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices and procedures.
c. To discontinue processes or operations.
d. To select and to determine the number and types of employees required to perform the Town's operations.
e. To employ, assign, assist, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty or lack of work or other legitimate reasons when it shall be in the best interest of Town or department.
f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

g. To ensure the incidental duties connected with departmental operations, enumerated in the job descriptions, shall be performed by employees.

h. To establish contracts or sub-contract for municipal operations provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.

i. To create job specifications, subject to the Union's right to challenge the accuracy of new or revised job specifications.

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 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. The Town will make available appropriate personal protective equipment to all staff covered by this agreement, whenever necessary at the expense of the Town.

Work practices will be conducted in accordance with acceptable engineering practices and to the satisfaction of the Town's insurers.

Section 3(a). The Town shall provide a shoe allowance of one hundred fifty dollars ($150.00) per year for those employees required to wear work safety shoes that are approved by the Town Manager or his designee. The one hundred fifty dollars ($150.00) reimbursement shall be provided within thirty (30) days of documented receipt to the Town Manager 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 dollar 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 Local808. 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 covered 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.

When the qualifications, work history, training, education and ability of the applicants 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 3. Transfer – Probationary Period. 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 4. Layoff. When the Town considers lay off it shall notify the Union fifteen (15) days prior to issuing any layoff 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 4(a). Layoff notices shall be given to the least senior employees in the classifications and departments affected by lay off.

Section 4(b). Any employee who has received a layoff 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 layoff notice 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.

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 5. 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 Days
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. Whenever an employee is separated from the payroll of the Town, after completing at least one (1) year of service, any vacation pay accrued by this Agreement shall become wages and payable in full or on a prorated basis with all other due wages. All requests for leaves during December 12 – January 8 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, then 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 I, 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 or resignation only of the employee, the Town will buy-back thirty-three and one third (33.3%) of such unused sick leave at the rate of pay for the 2012/2013 fiscal year and shall be 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 doctors 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 may be 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.

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

Section 9. Effective July 1, 2019, employees may earn payments for unused sick leave based on the following schedule:

a. For every twelve (12) days in unused sick leave for a six month period employee shall receive a payment of $350.00.

b. Payment shall be made on the first pay period after June 30th and December 30th of each year. By way of example:

   If no sick leave is used:

   12 to 25 days = $200 each period (January 1 and July annually)

   26 to 50 days = $350 each period

   51 to 99 days = $500 each period

   100 days = $1,000 each period

   Employee will not qualify for payment in any period where sick leave is used.

c. There shall be a cap of 100 days per year.

d. FMLA [Family and Medical Leave Act] sick days shall not apply to these calculations so that no FMLA days will be lost.

e. Additionally, a half day for an employee's annual physical examination shall not apply to this calculation.

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
Independence Day	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 physician's note or other satisfactory evidence. All employees shall be

eligible to receive all of the holidays listed in Section 1 above.

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

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

Section 3. Holidays on Scheduled 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 (2-112) times their regular rate of pay for said time.

ARTICLE XVII

HEALTH

Section l(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.

Effective January 1, 2019, the Town shall provide the following insurance program for those employees and their eligible dependents that choose to enroll in such insurance program. The Town shall provide health insurance coverage for all bargaining unit members under the age of 65 exclusively through a High Deductible / Health Savings Account plan ("HSA plan") and for all bargaining unit members age 65 and older exclusively through at a High Deductible / Health Reimbursement Account plan ("HRA plan") as set forth in Appendix A. In addition, the following terms apply:

Effective January 1, 2019, the Town will fund one hundred percent (100%) of the applicable HSA deductible amount on a prorated basis. Effective July 1, 2019, the full amount of the Town's contribution toward the deductible will be deposited into the HSA/HRA accounts on or before July 15.

The parties acknowledge that the Town's HSA/HRA contributions are not an element of the underlying health insurance plan, but rather relate to the manner in which the deductible shall be funded for actively employed bargaining unit members.

The employee's contribution for health insurance shall be Twenty-Two and a half percent (22.5%) of the working rate.

Section1(b). Wellness Program. If the employee agrees to actively participate in and does in fact

participate in a Town of Westerly-sponsored Wellness Program as set forth in Appendix C 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.

Section 1(c) Health Insurance Buy-Back. Any member, who is employed by the Town of Westerly and has health insurance coverage through any alternative source other than through the Town and has proof of such coverage, may at the employee's election forego the Town provided health insurance coverage and receive cash payment of Two Thousand ($2,000.00) Dollars annually. However, if any member loses their alternative coverage the Town shall provide such coverage to the member 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. Prorated 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

Effective, and retroactive to, October 1, 2016, the contribution rate to the Pension Fund on a per person per hour basis shall be as follows:

Town – $1.94

Employee - $1.08

Total - $3.02

Effective October 1, 2017, the contribution rate to the Pension Fund on a per person per hour basis shall be as follows:

Town - $2.13

Employee - $1.20

Total - $3.33

Effective October 1, 2018, the contribution rate to the Pension Fund on a per person per hour basis shall be as follows:

Town - $2.30

Employee - $1.37

Total - $3.67

Effective October 1, 2019, the contribution rate shall remain the same.

The parties further agree that the contribution rate to the Pension Fund financed by the Employer shall be at a rate of One Dollar and Seventy-Seven ($1.77) cents 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.

The Town and Union agree that all contributions will be collected starting July 1 of each year and placed into a holding account until the effective dates listed above.

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 l(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 l(b). Members are granted a fifteen-minute break in the first half of the work day and a second fifteen-minute break in the second half of the work day.

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. Overtime work shall be rotated and equally distributed within the public works section that the employee is assigned to and performs his/her daily job duties. Upon there being an insufficient amount of employees, overtime shall be rotated within the public works department by other employees based on their ability to perform the work required by classification and the work that the employee ordinarily performs. Refusal of overtime shall be deemed as offered overtime for rotation purposes. Each section shall post a seniority list for overtime purposes and the public works department shall maintain a master list to comply with

this section. The sections of public works shall be: highway, transfer station, recreation maintenance, and water/utilities. Dispatchers shall follow the police department overtime scheduling process.

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 at the discretion of the Town Manager or his designee and will account for any operations necessary in order to protect the health and safety of the public.

Section 6. In case of an emergency, members may be recalled. In the above situation, any

employee can operate equipment for which they are appropriately licensed. 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 4:00pm on Fridays through Monday at 7:30am 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 7:30A.M. through Friday at 4:00P.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 Town Manager or his designee 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. Effective July 1, 2016 wages shall be increased by 2%. The employees agree to assign the sum of One Dollar and Eight Cents ($1.08) 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, 2016).

Effective July 1, 2017 wages shall be increased by 2.75%. The employees agree to assign the sum of One Dollar and Twenty Cents ($1.20) per hour to be paid to the laborers International Union of North America National (Industrial) Pension Fund effective the first pay period in October (commencing September 25, 2017).

Effective July 1, 2018 wages shall be increased by 3%. The employees agree to assign the sum of One Dollar and Thirty-Seven Cents ($1.37) 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, 2018).

The parties further agree that during the term of this agreement such additional contribution by the employer shall constitute its entire additional financial obligation to the Laborers International Union of North America National (Industrial) Pension Fund.

Effective July 1, 2019 wages shall be increased by 3.25%.

Section 2(a). All employees covered by this Agreement who are required to work on the second shift shall receive an additional seventy-five ($0.75) cents per hour and third shift shall receive an additional one dollar ($1.00) 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. The Town shall reimburse the police dispatchers for uniforms and maintenance up to Four Hundred ($400.00) Dollars per year. The uniform for dispatchers shall be designated by the Town Manager or the Town Manager's designee.

The Town agrees to supply each new dispatcher with an initial uniform issue that will consist of the following items: three (3) pair of pants, four (4) short sleeve shirts, four (4) long sleeve shirts, and one pair of shoes. 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 obtains prior approval to purchase such item from their supervisor.

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.

Section 9. The Town agrees that when a new dispatcher is hired, the Chief of Police shall appoint a dispatcher to train the newly-hired employee. The training dispatcher shall be compensated at the rate of Two dollars ($2.00) per hour and not to exceed a maximum amount of forty (40) hours.

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 may conduct annual performance evaluations of employees covered under this contract to measure employees' on the job work performance of assigned duties and identify training needs. Evaluations shall be fair, impartial, and documented, in writing, in a standardized and equitable fashion, consistent with Town policy. Evaluations shall not be used for disciplinary 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, 2016 and shall continue in full force and effect through June 30, 2019 and July 1, 2019 and shall continue in full

force and effect through June 30, 2020 and from year to year thereafter unless either party, at least one hundred twenty (120) days prior to June 30, 2019, 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.

EFFECT ON OTHER CONTRACT PROVISIONS

All other terms and conditions of the existing prior Contract not specifically modified herein shall remain in full force and effect for the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 28th day of September, 2018.

TOWN OF WESTERLY

LOCAL UNION 808
BUSINESS MANAGER

KAREN HAZARD

RI LABORERS DISTRICT COUNCIL On behalf of LOCAL UNION 808

MICHAEL SABITONI

Witness

ORIGINAL DOCUMENT

APPENDIX B

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

APPENDIX A: HEALTH AND DENTAL PLAN SUMMARY

BENEFIT HIGHLIGHTS

Annual maximum: $2,000 per person, per calendar year

Maximum lifetime cap: unlimited

Maximum orthodontic lifetime cap $2,000

Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office.

Individual Deductible: **$0.00**

Family Deductible: **$0.00**

Indicates Prior Authorization Required
Indicates Pre-Treatment Estimate is Recommended
Indicates Deductible Applies

Procedure	Covered At	Waiting Period	Frequency/Limitations *
Oral exam	100%	None	Once per calendar year performed by a general dentist
Bitewing x-rays	**100%**	**None**	**One set per calendar year**
Complete x-ray series or panoramic film	100%	None	Once every 36 months
Single x-rays	**100%**	**None**	**As required**
Cleaning	100%	None	Twice per calendar year
Fluoride treatment	**100%**	**None**	**For children under age 19 once per calendar year**
Space maintainers	100%	None	Once every 60 months for lost deciduous (baby) teeth
Amalgam (silver) fillings	**100%**	**None**	**Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to**

	Procedure	Covered At	Waiting Period	Frequency/Limitations *
				the dentist's charge.
P	Crowns over natural teeth, build ups, posts and cores	100%	None	Replacement limited to once every 60 months
	Recementing crowns or bridges	**100%**	**None**	**Once every 60 months**
	ENDODONTICS			
	Root canal therapy on permanent teeth	100%	None	One procedure per tooth per lifetime. Vital pulpotomy and apicoectomies also covered once per tooth per lifetime.
	PERIODONTICS			
P	**Root planing and scaling**	**50%**	**None**	**Once per quadrant every 24 months**
P	Osseous (bone) surgery	50%	None	Once per quadrant every 36 months (bone grafts are not covered)
P	**Gingivectomies**	**50%**	**None**	**Once per site every 36 months**
P	Soft tissue grafts	50%	None	Once per site every 60 months
P	**Crown lengthening**	**50%**	**None**	**Once per site every 60 months**
	Periodontal maintenance following active therapy	50%	None	Two per year
	PROSTHODONTICS			
P	**Bridges and crowns over implants**	**50%**	**None**	**Replacement limited to once every 60 months**
P	Partial and complete dentures	50%	None	Replacement limited to once every 60 months
	Repairs to existing partial or complete dentures	**100%**	**None**	**Once per calendar year**
	Rebasing or relining of partial or complete dentures	100%	None	Once every 60 months
	IMPLANTOLOGY			
P	**Surgical placement of endosteal implant and abutment**	**50%**	**None**	**Once per tooth site per lifetime**
	ORTHODONTICS			

Procedure	Covered At	Waiting Period	Frequency/Limitations *
Extractions and other routine oral surgery when not covered by a patient's medical plan	100%	None	
[redacted]			
Elective braces and related services	**50%**	**None**	**For dependent children under the age of 19. Subject to a lifetime maximum. No pre-approval required.**
[redacted]			
Palliative treatment (minor procedures necessary to relieve acute pain)	100%	None	Twice per calendar year
General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures	**100%**	**None**	

Dependent children are covered under these benefits up until the end of the year that they turn 19. Dependent children who are students over age 19 are covered as long as they stay in school or up until the end of the year that they turn age 23.

- *Deductibles*
  You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:
  - $1,500 per individual plan; $3,000 per family plan in network
  - $3,000 per individual plan; $6,000 per family plan out of network
  - The deductible has an aggregate calculation which means that all deductible amounts paid count toward the family deductible amount, one or all can meet it.
- *Out-of-pocket Limits*
  The following is the maximum you would pay out of pocket for essential health benefits each year (including medical and pharmacy copayments, deductibles and coinsurance).
  - $3,000 per individual plan; $6,000 per family plan in network
  - $6,000 per individual plan; $12,000 per family plan out of network
  - The out-of-pocket limit has a hybrid calculation which means that all out-of-pocket amounts paid count toward the family out-of-pocket limit, but the individual will never pay more than their individual out-of-pocket amount.
- *Please note*
  The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

What's Covered	What You Pay	
Service	**In-Network**	**Out-of-Network**
Preventive Care • Adult preventive care • Child preventive care • Immunizations • Preventive lab, X-ray, and imaging	$0 per visit	40% per visit after deductible
Primary Care Office Visits • Adult primary care • Adult gynecological exam • Pediatric primary care	0% per visit after deductible	40% per visit after deductible
Specialist Office Visits • Specialty care • Chiropractic (limit 12 visits per year) • Routine eye exam (limit 1 visit per year)	0% per visit after deductible	40% per visit after deductible
Outpatient Services • Diagnostic lab, x-ray, and imaging • Medical/surgical care • High-end radiology (e.g., MRI/CT/PET), nuclear medicine and sleep studies	0% per visit after deductible	40% per visit after deductible
Inpatient Services • Hospitalization • Maternity • Mental Health • Chemical dependency • Rehabilitation (limit 45 days per year)	0% per visit after deductible	40% per visit after deductible
Hospital Emergency Services	0% per visit after deductible	0% per visit after deductible
Urgent Care	0% per visit after deductible	0% per visit after deductible

- ***Beyond Benefits***
  Sign in to your member page on BCBSRI.com, and you will have useful plan and wellness information at your fingertips.

Access Your Benefits:

- **Get a list of your benefits and recent claims.**
- **See how much you've paid toward your deductible and out of pocket maximum.**
- **Check out our cost and quality tools.**
- **Find the member handbook to learn what to expect from BCBSRI.**

Health Topics & Discounts:

- **Read about thousands of health topics in the Health Center.**
- **Learn how you can get discounts on gym memberships, as well as free one-week trial memberships.**

Need Help

Call Customer Service

- **Locally: (401) 459-5000**
- **Outside Rhode Island: 1-800-639-2227**
- **TTY/TDD (Telecommunication Device for the Deaf) Users should call 711**

Hours:
Monday – Friday, 8:00 a.m. to 8:00 p.m., Saturday – Sunday, 8:00 a.m. to 12 p.m., Eastern Time

What's Covered	What You Pay	
Service	**In-Network**	**Out-of-Network**
Telemedicine Visits	0% per visit after deductible	Not Covered
Retail Based Clinic Visits	0% per visit after deductible	40% per visit after deductible
Ambulance • Ground	0% per occurrence after deductible	0% per occurrence after deductible
• Air/Water	0% per occurrence after deductible	0% per occurrence after deductible
Durable Medical Equipment	0% per service/device after deductible	40% per service/device after deductible
Physical/Occupational Therapy (limit 30 visits per year) • Physical therapy • Occupational therapy • Speech therapy	0% per visit after deductible	40% per visit after deductible
Prescription Drugs	Tiered copays applicable once deductible is satisfied*	Not covered

*Refer to "Your Prescription Drug Coverage" Summary

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.BCBSRI.com or by calling 1-800-639-2227 or (401) 459-5000.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For In Network providers **$1500** for an individual plan / **$3000** for a family plan. For Out-of-Network providers **$3000** for an individual plan / **$6000** for a family plan. Doesn't apply to preventive services.	You must pay all the costs up to the **deductible** amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the **deductible** starts over (usually, but not always, January 1st). See the chart starting on page 3 for how much you pay for covered services after you meet the **deductible**.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 3 for other costs for services this plan covers.
Is there an out–of–pocket limit on my expenses?	Yes. For In Network providers **$3000** for an individual plan / **$6000** for a family plan. For Out-of-Network providers **$6000** for an individual plan / **$12000** for a family plan.	The **out-of-pocket limit** is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out–of– pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the **out-of-pocket limit**.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 3 describes any limits on what the plan will pay for *specific* covered services, such as office visits.
Does this plan use a network of providers?	Yes, this plan uses in-network providers. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of participating providers.	If you use an in-network doctor or other health care **provider**, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network **provider** for some services. Plans use the term in-network, **preferred**, or participating for **providers** in their **network**. See the chart starting on page 3 for how this plan pays different kinds of **providers**.
Do I need a referral to see a specialist?	No. You don't need referral to see a specialist.	You can see the **specialist** you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 8. See your policy or plan document for additional information about

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No Charge after deductible	40% coinsurance after deductible	None
	Specialist visit	No Charge after deductible	40% coinsurance after deductible	
	Other practitioner office visit	No Charge after deductible	40% coinsurance after deductible	Chiropractic Services are limited to 12 visit(s) per year
	Preventive care/screening/immunization	No Charge	40% coinsurance after deductible	For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies
If you have a test	Diagnostic test (x-ray, blood work)	No Charge after deductible	40% coinsurance after deductible	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge after deductible	40% coinsurance after deductible	Preauthorization is recommended

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
	Physician/surgeon fees	No Charge after deductible	40% coinsurance after deductible	None
If you need immediate medical attention	Emergency room services	No Charge after deductible	No Charge after deductible	None
	Emergency medical transportation	No Charge after deductible	No Charge after deductible	None
	Urgent care	No Charge after deductible	No Charge after deductible	None

If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge after deductible	40% coinsurance after deductible	45 day limit at an inpatient rehabilitation facility; Preauthorization is recommended
	Physician/surgeon fee	No Charge after deductible	40% coinsurance after deductible	None
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	No Charge after deductible/office visit No Charge after deductible for outpatient services	40% coinsurance after deductible/office visit 40% coinsurance after deductible for outpatient services	Preauthorization is recommended for certain services
	Mental/Behavioral health inpatient services	No Charge after deductible	40% coinsurance after deductible	Preauthorization is recommended
	Substance use disorder outpatient services	No Charge after deductible/office visit No Charge after deductible for outpatient services	40% coinsurance after deductible/office visit 40% coinsurance after deductible for outpatient services	Preauthorization is recommended for certain services

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network	Limitations & Exceptions
	Substance use disorder inpatient services	No Charge after deductible	40% coinsurance after deductible	Preauthorization is recommended
If you are pregnant	Prenatal and postnatal care	No Charge after deductible	40% coinsurance after deductible	None
	Delivery and all inpatient services	No Charge after deductible	40% coinsurance after deductible	Preauthorization is recommended
	Home health care	No Charge after deductible	40% coinsurance after deductible	None

APPENDIX B

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

WESTERLY
Rhode Island

APPENDIX C

2019 Health Incentive Program

1. Log In or Register with Virgin Pulse	Visit www.BCBSRI.com website. Click "Log In" or "Register Now" on the right-hand side of the page. Once in BCBSRI.com, click on the "Wellness Portal" link in the main navigation to get to Virgin Pulse.
2. Complete the online Health Assessment	The Health Assessment is located on the "programs" tab on your Virgin Pulse home page.
3. Have an annual Well Visit annually	Your well visit will automatically be tracked through BCBSRI's claims database. Your credit should appear in Virgin Pulse approximately two months from the date of service.

Quarterly HSA Incentive				
	Level 1	Level 2	Level 3	Level 4
Points Earned	500	5000	10000	15000
Incentive Earned	$5	$10	$20	$50

Virgin Pulse

Blue Cross Blue Shield of Rhode Island
www.bcbsri.com

500 Exchange Street • Providence, RI 02903-2699

Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association

2019 Health Incentive Program FAQ

Q: How do I log in or register on www.BCBSRI.com?
A: Click "Log In" or "Register Now" on the right-hand side of the page

- New users have to select "member" from the list of categories.
- You need your member ID number (includes the three letter prefix and the 9 numbers following) to complete registration.
- Once you register, you will receive an email within 5-minutes to activate your account.
- Make sure that you will have access to the e-mail account you are using for registration.
- Once you have completed the registration process, do not close your browser. Leave the BCBSRI page up and click "Continue to Members home page"
- Click the link contained in the activation email; this activates your account. At this point you have to click "logout" before logging back in to the site.
- Please contact BCBSRI support at 800-639-2227 with any issues you have with registering.

Q: How do I access the Health Assessment?
A: Once logged into www.BCBSRI.com:

- Click "Wellness Portal" on the left hand side of page.
- Click "Get Started" on the welcome page.
- "Click to Start" with Virgin Pulse.
- Register with Virgin Pulse. ***Tip:*** *You can use the same username/password as BCBSRI*
- Click "Programs" on the menu bar.
- Click "Start Now" to complete the Virgin Pulse Health Assessment.
- Please contact Virgin Pulse support at support@virginpulse.com or 888-671-9395 with any issues registering or accessing the Health Assessment.

Q: How do I receive credit for the Annual Well Visit?
A: Your visits will automatically be tracked through BCBSRI's claims database. Due to a claims lag, it will take at least 2 months before you will see credit for your visit in Virgin Pulse. Your BCBSRI benefits include a well visit covered for free **once every calendar year**.

Q: Who is eligible to participate?
A: Employees and spouses who are covered under the medical coverage through the Town of Westerly are eligible for the incentive.

Q: Do I have to participate?
A:In order to sustain the wellness health insurance rate of seventeen and a one-half percent (17.5%) premium, the member must submit their annual physical for themselves and their spouse, in addition to logging into Virgin Pulse, to complete a wellness survey each year.

Any member who is not enrolled in the Wellness Program shall have a twenty-two and a one-half percent (22.5%) premium."

Q: Will my personal information be protected?
A: Yes. Your personal information is protected in accordance with HIPAA.

LOCAL 808 POSITIONS	EFFECTIVE 07/01/2015	2 % BUDGET 07/01/2015	2% BUDGET 07/01/2016		2.75% BUDGET 07/01/2017		3% BUDGET 07/01/2018	Hourly Retro to 9/07/2018	New Rate as of 09/08/2018	3.25% BUDGET 07/01/2019
Account Clerk III	21.20	21.98	22.42		23.04		23.73	0.69	23.73	24.50
Account Clerk II	20.66	21.44	21.87		22.47		23.14	0.67		**
ACO Officer	21.61	22.39	22.84		23.47		24.17	0.70	24.17	24.96
Crew Leader	21.61	22.39	22.84		23.47		24.17	0.70	24.17	24.96
Custodian	20.08	20.86	21.28		21.86		22.52	0.66	22.52	23.25
Dispatcher	20.31	21.09	21.51		22.10		22.77	0.66	22.77	23.51
Heavy Equipment Operator	20.90	21.68	22.11		22.72		23.40	0.68	23.40	24.16
Laborer	20.08	20.86	21.28		21.86		22.52	0.66	22.52	23.25
Lt. Equip Operator	20.39	21.17	21.59		22.19		22.85	0.67	22.85	23.60
Maintenance Specialist	20.72	21.50	21.93		22.53		23.21	0.68	23.21	23.96
Mechanic Welder	22.00	22.78	23.24		23.87		24.59	0.72	24.59	25.39
Office Assistant	20.66	21.44	21.87		22.47		23.14	0.67		***
Parts Specialist	20.08	20.86	21.28		21.86		22.52	0.66	22.52	23.25
Roll Off Operator	20.68	21.46	21.89		22.49		23.17	0.67	23.17	23.92
Senior Mechanic	22.78	23.56	24.03		24.69		25.43	0.74	25.43	26.26
Skilled Laborer	20.31	21.09	21.51		22.10		22.77	0.66	22.77	23.51
Tractor Trailer	22.66	23.44	23.91		24.57		25.30	0.74	25.30	26.13
Water Operator	20.72	21.50	21.93		22.53		23.21	0.68	23.21	23.96

**Account Clerk II moves to Account Clerk III as of new contract date, rates prior to 09/07/2018 follow contract increase schedule

***Office Assistant moves to Account Clerk III as of new contract date, rates prior to 097/07/2018 follow contract increase schedule