

**COLLECTIVE BARGAINING  
AGREEMENT**

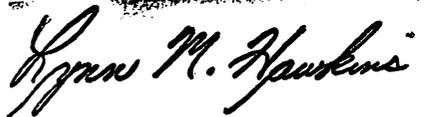
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AUG 25 2017

BY AND BETWEEN  
THE

TOWN OF EXETER  
CLERK'S OFFICE  
8/28/17

TOWN OF EXETER



AND

**RHODE ISLAND LABORERS'  
DISTRICT COUNCIL,  
BUILDING MAINTENANCE, SERVICE  
and  
INDUSTRIAL WORKERS'  
LOCAL UNION 1322  
OF THE  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
AFL-CIO**

Employees of the Department of Public Works

FOR THE TERM  
JULY 1, 2017 THROUGH JUNE 30, 2020



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**ARTICLE 1**  
**INTRODUCTION**

This collective bargaining agreement ("Agreement") is entered into as of this 1<sup>st</sup> day of July, 2017 by and between the Town of Exeter (hereinafter referred to as "Town" or "Employer") and Rhode Island Laborers' District Council, Building Maintenance, Service and Industrial Workers' Local Union 1322 (hereinafter referred to as "Union" or "Local 1322").

Rates of compensation, benefits, hours of work and other terms and conditions of employment are set forth in this Agreement.

The Town and Union encourage harmonious relations and peaceful procedures for the resolution of differences.

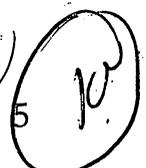
Delivery of services to the public in the most efficient, economical, effective, productive and safe manner is of paramount importance to the Town and Union.

**ARTICLE 2**  
**RECOGNITION**

The Town recognizes Local 1322 as the sole and exclusive collective bargaining agent for all employees within the unit certified by the Rhode Island State Labor Relations Board in the representation case numbered and docketed as EE-3670, excepting those employees as may be lawfully excluded from the bargaining unit.

**ARTICLE 3**  
**NEUTRAL REFERENCES; NON-DISCRIMINATION**

All references in this Agreement to an "employee" or "employees" as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

The Town and Union agree that they will continue policies of non-discrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age, sexual orientation, sexual preference, gender identity, or any other prohibited basis of discrimination.

The Town agrees that it will not discharge or discriminate against a member of the bargaining unit as a result of membership or lawful activity in or on behalf of the Union. The Town and Union further agree that there will be no discrimination against any employee for declining membership in the Union or refraining from engaging in any activities of the Union protected by the *Rhode Island State Labor Relations Act*.

#### **ARTICLE 4** **MANAGEMENT RIGHTS**

Except to the extent that there is contained in this agreement express and specific terms and provisions to the contrary, all of the authority, power, rights, jurisdiction and responsibilities of the Town to manage, direct and supervise its operations and affairs are retained by and reserved exclusively to it, including but not limited to: the right to direct, hire, layoff, promote, transfer and assign employees, including without limitation, determining work to be performed, scheduling work, shifts and hours, promoting employees, and establishing and maintaining standards for quality of work; to suspend, demote, discharge or otherwise discipline employees for just cause, or to relieve employees from duties because of lack of work or for other economic or operational reasons; to maintain the efficiencies of the operations and to determine the methods, means, processes and personnel by which such operations are to be conducted, including, without limitation, the right to subcontract or privatize. The

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Town has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this agreement, so long as these rules and regulations or any of the rights in this article do not conflict with the terms and conditions of this agreement and applicable law.

No provision of this agreement shall be applied or construed to limit, impede or abridge any of Town's authority or obligations granted to it under municipal, state or federal law.

**ARTICLE 5**  
**UNION SECURITY; DUES DEDUCTION; INDEMNIFICATION**

The Town will advise each new employee at the time of initial employment that the Union is his exclusive bargaining unit representative and will notify the Union contemporaneously of the name, address and classification of each new employee.

Upon receipt by the Town of a signed, voluntary authorization form by the employee, the Town agrees to deduct Union membership dues levied in accordance with its constitution and bylaws and remit such amount each month to the secretary/treasurer of the Union along with a list of employees from whose pay said dues shall have been deducted. If any employee has no earnings or compensation due, the Union shall be responsible for collecting said dues. The Union shall give the Town thirty (30) days advanced written notice of any change in the amount of uniform dues or assessments to be deducted.

An employee's authorization may be revoked by sending a signed written notice thereof to the Town, said revocation to take effect thirty (30) days after receipt thereof. The Town shall send a copy of such notice to the business manager of Local 1322.

Exhibit A, which is attached hereto and incorporated by reference herein contains the form of authorization of dues deduction which shall be used by employees represented by the Union.

All members of the bargaining unit who have elected not to join the Union and/or who have not executed a dues deduction authorization form in accordance with this article, as a condition of their employment shall be required to remit an agency fee to the Union as may be required by the Union. The Town bears no obligation to assist in the collection of agency fees which may be due the Union; provided however, upon receipt by the Town of a signed, voluntary authorization form by the employee, the Town agrees to deduct agency fees levied by the Union in accordance with its constitution and bylaws from the pay of said employee and remit the aggregate amount to the secretary/treasurer of Local 1322 with a list of employees from whose pay said agency fees shall have been deducted. Such remittance shall be made on a quarterly basis.

The Union shall indemnify, save and hold harmless the Town and any of its agents, employees or representatives performing required duties of the Town against any and all claims, suits, orders, judgments or other form of liability, of any nature, brought or issued against the Town as a result of the Town's compliance with the dues or agency fee deduction provisions of this article, including without limitation, all costs, expenses and counsel fees which may be incurred or imposed upon the Town.

**ARTICLE 6**  
**WORK WEEK, HOURS OF WORK AND BREAKS**

For employees in the bargaining unit certified by the Rhode Island State Labor Relations Board in Case No. EE-3670, there shall be a basic work week of forty (40)

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hours of five (5) consecutive eight (8) hour shifts, Monday through Friday, commencing at 7:00 a.m. and ending at 3:00 p.m.<sup>1</sup>

Each employee's shift shall include a one-half (½) hour paid lunch break to be taken between 11:30 a.m. and 12:30 p.m. at the job location, unless otherwise specified by the DPW Director or his designee.

DPW employees shall be afforded reasonable time by the Town to obtain their lunches and beverages to be consumed at the job location, unless otherwise specified by the DPW Director or his designee.

DPW employees shall be granted a fifteen (15) minute paid break during the first and second halves of each daily shift. It is expressly understood and agreed that the DPW Director or his designee retains the right to regulate and schedule these fifteen (15) minute breaks.

## ARTICLE 7 SENIORITY

### Section 1. Definition.

Seniority shall be defined as an employee's length of continuous service in any bargaining unit position covered by this agreement computed from the first date of full-time employment in the first position held within the bargaining unit represented by the Union. Seniority shall not accrue to a probationary employee until completion of the probationary period, at which time seniority shall be retroactive to the first day of employment. Seniority shall be a consideration, but not a controlling factor, for transfers or promotions (if an employee is deemed qualified in the Employer's sole discretion).

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<sup>1</sup> If there are any part-time employees of the bargaining unit, a day's pay for sick leave, vacation leave, personal leave, bereavement leave and Christmas Day shall be based on three and one-half (3.5) hours.

Seniority shall govern vacation preference, absent countervailing factors. Layoffs and recalls shall be governed by inverse seniority. The Employer agrees to furnish the Union a current seniority list annually.

**Section 2. Termination of Seniority.**

An employee's seniority shall be terminated and his seniority rights forfeited for the following breaks in service:

- (a) discharge, quit, retirement, or resignation;
- (b) failure to give notice of intent to return to work after a recall within ten (10) business days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall; said specified return date shall be no less than ten days from notice of recall;
- (c) layoff for a period of eighteen (18) months or for a period equal to the employee's seniority, whichever is less;
- (d) failure to return at the conclusion of an authorized leave;
- (e) absence from work for three (3) consecutive days without notice;
- (f) acceptance of employment with the Town in a position outside the bargaining unit.

**ARTICLE 8**  
**WAGE SCHEDULE/LONGEVITY**

The wage/salary schedule of employees of the bargaining unit for the period beginning July 1, 2017 through June 30, 2020 is attached hereto as Exhibit B and incorporated by reference herein. For the period July 1, 2015 through June 30, 2017, the parties shall reopen collective bargaining on the subject matters of wages only. Employees holding a Class A license shall receive a \$.20 hourly differential effective July 1, 2014, another \$.20 hourly differential effective July 1, 2015 and another \$.20 hourly differential effective July 1, 2016. Payroll shall be on a bi-weekly basis. Payday is currently Thursday. Should the Town change that payday, it shall notify the Union's business manager two (2) weeks in advance of any such change.

If the Town Council expressly authorizes an employee to work in a higher rated classification, and an employee does so for more than seven (7) consecutive days, then after having worked more than seven (7) consecutive days in a higher rated classification, the employee shall then be paid at the rate of said higher classification for so long as he works in said classification. Nothing herein shall be construed to permit the payment to an employee for work in a higher rated classification for any time period less than seven (7) consecutive days.

Effective July 1, 2017, employees who have completed at least five (5) years of consecutive service shall receive a lump sum annual longevity payment of \$500.00. Effective July 1, 2017, employees who have completed at least ten (10) consecutive years of service but less than twenty (20) consecutive years of service shall receive a lump sum annual longevity payment of \$1,000.00. Effective July 1, 2017, employees who have completed twenty (20) consecutive years of service or more shall receive a lump sum annual longevity payment of \$1,500.00.

**ARTICLE 9**  
**OVERTIME**

It is understood and agreed that the Town may direct and authorize an employee to work overtime when necessary for the public safety and general welfare of the Town.

For all hours actually worked in excess of eight (8) hours in an employee's shift, an employee shall be paid one and one-half (1.5) times his straight time rate of pay for that work week. Time off for authorized sick, holiday and vacation leaves shall be considered as time actually worked when determining eligibility for overtime pay under this section. The straight time rate of pay shall be determined by dividing the employee's weekly salary by the number of hours regularly assigned to work in a work

week. This provision shall be considered inapplicable to job classifications subject to exemptions pursuant to the Fair Labor Standards Act.

Overtime work opportunities shall be distributed fairly and equitably among eligible employees capable to perform the work in their respective classifications. The Town shall maintain records of the distribution of overtime opportunities and overtime payments in accordance with law. These records will be furnished to the Union upon written request.

## **ARTICLE 10** **SICK LEAVE**

### **Section 1. Sick Leave Definition.**

Sick leave with pay shall be granted because of a medically necessary absence caused by personal illness or non-work related injury, which functionally impairs an employee from performing his regular duties. Exposure to a contagious disease or enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only shall entitle an employee to sick leave.

In circumstances in which an employee's spouse, child or parent who resides within the employee's household is ill, the employee may be granted sick leave from his accumulation up to three (3) days if: (1) attendance upon said employee's spouse, child or parent is medically necessary; and (2) said employee is unable to make any other arrangements for the attendance upon said spouse, child or parent. To be eligible to receive sick leave under such circumstances for a period longer than three (3) consecutive days, the employee shall be required to submit sufficient medical



documentation, at his expense, verifying the medical necessity for attendance upon said spouse, child or parent and/or an affidavit substantiating the inability to make alternate arrangements.

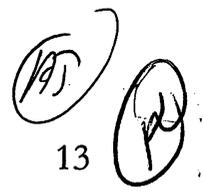
**Section 2. Notification of Intended Absence.**

Sick leave will not be allowed unless notification of the illness/injury is given to the DPW Director, or his designee by the employee before the time scheduled to start work, or within a reasonable period after the time scheduled to start work, but in no event more than thirty (30) minutes, otherwise sick leave shall be denied.

**Section 3. Physician's Certification; Violation of Provisions.**

In the event that an employee discharges sick leave pursuant to this Article for a period in excess of three (3) consecutive days, then said employee shall be required to submit a physician's certificate to the DPW Director, if so requested. Any employee who has used sick leave on six (6) separate occasions (regardless of the amount of time used on each such occasion) in a calendar year may be required to provide a health care provider certificate to the DPW Director, if so requested, for each and every additional request for sick leave. The employee may use the form following this Article to be completed by his health care provider.

Willful violation of any of the sick leave provisions contained herein or hereafter promulgated by the Town, or the willful making of a false claim for sick leave shall subject the employee chargeable therewith to disciplinary action and/or the requirement to make restitution. The Union and employees of the bargaining unit acknowledge that regular and predictable attendance is an essential function of each position within the bargaining unit.

Handwritten initials in circles, possibly representing the DPW Director and a representative of the bargaining unit.

**Section 4. Sick Leave Accrual and Accumulation.**

An employee who has completed thirty (30) days of employment within his probationary period shall be granted sick leave if he suffers an illness or injury which prevents him from working and with respect to which the employee is not entitled to worker's compensation benefits pursuant to Rhode Island law. Sick leave shall accrue at the rate of 1.25 days per month for a total annual accrual of fifteen (15) days per year. An employee may accumulate and carry over unused sick leave from year to year, but in no event shall the accumulation exceed one hundred twenty (120) days.

**Section 5. Payment of Unused Sick Leave.**

Employees who have completed less than ten (10) years of service shall not be entitled to payment of unused, accumulated sick leave upon retirement or death prior to retirement. Employees who have completed at least ten (10) consecutive years of service shall be paid one-quarter (1/4) the value of their unused, accumulated sick leave, at the time of retirement or death prior to retirement.

**HEALTH CARE PROVIDER CERTIFICATE**

I, \_\_\_\_\_, a health care provider duly licensed as

(Name of Health Care Provider)

a \_\_\_\_\_ to practice in the State of \_\_\_\_\_, do hereby certify

(Health Care Provider Licensure)

(State Where Licensed)

to a reasonable degree of medical probability that:

1. I \_\_\_\_\_ examined \_\_\_\_\_ treated \_\_\_\_\_  
(Check one or both) (Name of Patient/Town of Exeter Employee)

on \_\_\_\_\_.  
(Date/Dates of Examination/Treatment)

2. The \_\_\_\_\_ illness \_\_\_\_\_ injury \_\_\_\_\_ condition \_\_\_\_\_ symptoms which I  
(Check all that apply)

\_\_\_\_\_ diagnosed \_\_\_\_\_ treated did functionally impair

(Check one or both)

(Name of Patient/Town of Exeter Employee)

from performing his/her regular duties and responsibilities as a

\_\_\_\_\_ for the Town of Exeter

(Job Title or Position)

from \_\_\_\_\_ and continuing through \_\_\_\_\_.

(Initial Date of Impairment)

(Ending Date of Impairment)

3. I further certify and confirm that I have been provided with sufficient information, including a description of the regular tasks, duties, responsibilities and work schedule of

\_\_\_\_\_

(Name of Patient/Town of Exeter Employee)

4. \_\_\_\_\_ is fit for full and unrestricted duty

(Name of Patient/Town of Exeter Employee)

unless specifically noted below.

\_\_\_\_\_  
(Carefully List Any and All Restrictions, Impairments or Other Limitations)

Name of Health Care Provider: \_\_\_\_\_

(Print Full Name)

Address of Health Care Provider:

\_\_\_\_\_

Signature of Health Care Provider: \_\_\_\_\_ Date of

Signature: \_\_\_\_\_

(Sign Here)

PLEASE RETURN THIS FORM TO THE TOWN OF EXETER,  
ATTN. DPW DIRECTOR OR TO THE PATIENT/EMPLOYEE

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**ARTICLE 11**  
**HOLIDAYS**

**Section 1. Holidays Observed.**

The days listed below shall be recognized and observed as holidays:

New Year's Day

Martin Luther King Day

Presidents Day

Memorial Day

Independence Day

Victory Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve (December 24<sup>th</sup>)

Christmas Day

New Year's Eve ½ Day (December 31<sup>st</sup>)

When any of the above-listed holidays falls on a Saturday, it shall be observed on the preceding Friday. When any of the above-listed holidays falls on a Sunday, it shall be observed on the following Monday.

**Section 2. Eligible Employees.**

Notwithstanding any of the provisions of this Agreement, an employee who uses sick leave either the work day before or the work day after a holiday listed in Section 1.,



may, in the discretion of the Employer, be required to produce sufficient medical documentation, at his expense, verifying the illness claimed and inability to work to be eligible to receive holiday pay.

**Section 3. No Work on the Holiday.**

An eligible employee, who is not required to work on the day observed as a holiday shall receive his ordinary straight-time rate of pay for that day and no additional compensation.

**Section 4. Work on a Holiday.**

An eligible employee who is required to work on a day observed as a holiday shall receive one and one-half (1.5) times his ordinary straight-time rate of pay for all hours worked on that day in addition to his ordinary straight time pay. Employees required to work on Christmas Day or New Year's Day shall be granted a day off with the approval of the DPW Director.

**Section 5. Holidays During a Vacation Period.**

If a holiday occurs during the scheduled vacation of an eligible employee, the employee will not receive any additional compensation for the work week in which the holiday occurs.

**ARTICLE 12**  
**VACATIONS**

**Section 1. Eligible Employees.**

An employee shall be entitled to paid vacation if the employee completes the requisite period of continuous service set forth below.

**Section 2. Vacation Allotment.**

The amount of vacation which an employee shall accrue during any calendar year shall be determined by the length of continuous service completed by the employee as of January 1 in the year in which the vacation is to be taken, in accordance with the following chart:

<b><u>Length of Continuous Service</u></b>	<b><u>Days of Vacation Accrual</u></b>
More than 6 months but less than 5 years	1 day for each complete month worked up to a maximum of 10
At least 5 years but less than 10 years	1.5 days for each complete month worked up to a maximum of 15
At least 10 years or more	2 days for each complete month worked up to a maximum of 20.

After an employee completes at least six (6) months of continuous service, he shall be credited with five (5) vacation days.

**Section 3. Scheduling/Carryover Cap.**

The Employer shall retain the final right to approve, deny, schedule and cancel all vacations; provided however, no vacation request shall be unreasonably denied. An employee may submit to the DPW Director, in writing, the vacation dates the employee desires to discharge. The DPW Director or his designee will approve or deny such request as soon as practicable. An employee must discharge a minimum of one (1) hour increments of vacation and shall discharge all his annual vacation allotment by December 31 of the following calendar year. Vacation days may not be carried over beyond the calendar year following the year in which it accrued.



**Section 4. Payment on Termination or Retirement.** Upon termination or retirement an employee shall be paid all accrued and unused vacation time as of the date of termination or retirement.

**Section 5. Rate of Pay.**

An employee shall be compensated for vacation at the straight-time rate of pay at the time the vacation is taken.

**ARTICLE 13**  
**BEREAVEMENT LEAVE**

Bereavement leave shall be granted to employees for the death of their family members in accordance with the following:

<b>DECEASED FAMILY MEMBER</b>	<b>NUMBER LEAVE DAYS</b>
Spouse	5
Child	5
Mother	5
Father	5
Step Child	3
Sister	3
Brother	3
Grandchild	3
Mother-in-Law	2
Father-in-Law	2
Grandmother	2
Grandfather	2
Aunt/Uncle	1
Niece/Nephew	1

  
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Any needed additional days required by the employee may, at the DPW Director's discretion be discharged from the employee's sick leave or vacation accumulation.

Should a bargaining unit employee desire to discharge personal leave or vacation leave to attend the funeral services of an extended family member not covered within the bereavement leave provisions of this agreement, then said bargaining unit employee shall be able to utilize personal leave or vacation leave to attend the funeral services of said extended family member.

**ARTICLE 14**  
**PERSONAL LEAVE**

An employee is entitled to three (3) days of leave with pay for personal business in each calendar year. An employee shall not be required to state the reason(s) for personal leave, but he must obtain prior approval to discharge such leave, and shall make an effort to provide at least twenty-four (24) hours advance notice to the DPW Director. A request for personal leave shall not be granted if, in the DPW Director's judgment, it would interfere with efficient operations; but it shall not otherwise be unreasonably denied.

Personal leave shall not accumulate and be carried over from one year to the next, nor shall an employee be compensated for unexpended personal leave upon cessation of employment.

**ARTICLE 15**  
**PARENTAL AND FAMILY MEDICAL LEAVE**

To the extent it may be applicable, the Town agrees to comply with federal and state parental and family medical leave statutes including the *Family and Medical Leave*



*Act ("FMLA") of 1993, Pub. L. No. 103-03, Section 405(b)(2), 107 Stat. 6 (1993) and the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA"), R.I.G.L. 28-48-1, et seq.*

Each employee in the bargaining unit agrees to comply with all requirements of these statutes, including but not limited to, employee advance notice of leave, medical certification, and fit-for-duty certification. Each employee understands that the Town may provide the employee with notice that any such leave taken will be counted against his annual leave entitlement. Additionally, an eligible employee is permitted to choose to substitute accrued paid leave under this Agreement for unpaid FMLA or RIPFMLA leave. If an employee does not choose to substitute accrued paid leave for FMLA or RIPFMLA leave, the Town may require that substitution by providing timely notice to the employee. Any paid leave discharged under this Agreement shall be counted against an employee's FMLA and RIPMLA leave. An employee discharging FMLA and RIPFMLA leave shall be responsible to pay his co-sharing obligations for health and dental insurance premiums.

**ARTICLE 16**  
**LEAVE WITHOUT PAY**

Upon written application to the Town Council, an employee may be granted a leave without pay, not to exceed six (6) months, subject to renewal, in the sole discretion of the Town Council, for such reasons and upon such terms and conditions as the Town Council may deem appropriate.

**ARTICLE 17**  
**JURY DUTY LEAVE**

An employee who is required to report for jury duty, shall be entitled to leave with pay for scheduled work hours lost as the result of such service. For each hour of such leave taken, the employee will be compensated by the Town in an amount equal to his straight-time hourly rate of pay, less the amount received by the employee as compensation for such jury service. An employee who reports for such service and is excused from service shall immediately contact the DPW Director and report for work, if requested. In order to be paid by the Town for such leave, the employee must submit to his department head or Town Council written proof, executed by the administrator of the court (or other appropriate official), of having served, the duration of such service and the amount of compensation received for such service.

**ARTICLE 18**  
**RIGHTS OF VETERANS AND MEMBERS**  
**OF THE UNIFORMED SERVICES**

The Employer will comply with the provisions of the Veterans Re-employment Rights Act (VRR) 38 USC, Sections 2021-2026 and the Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994, 38 USC, Sections 4301-4333, as amended and recodified.

An employee who is unable to report for regularly scheduled work because the employee is required to report for active duty with the United States National Guard or a reserve unit of the United States uniformed services shall, for each day of the first fourteen (14) work days lost because of such duty, be compensated in an amount equal to the difference between eight (8) hours' pay at his straight-time rate of pay, as specified in this Agreement, and the amount earned for military service. An employee



shall have the option to elect to receive accumulated vacation leave compensation in lieu of the compensation offset provision referred to above.

**ARTICLE 19**  
**HEALTH AND DENTAL INSURANCES**

A. Healthcare Insurance. The Town shall provide all members of the bargaining unit with the following health insurance coverage, subject to R.I.G.L. §28-7-49. The Town shall provide a Preferred Provider Organization (PPO). The PPO plan shall be the standard health insurance plan offered to members of the bargaining unit. The PPO plan shall contain in and out of network benefits. A summary of benefits for said PPO plan shall be appended hereto and incorporated herein.

B. High Deductible Health Plan/Health Savings Account. In addition to the above plans, the Town may offer employees, as an alternative, a high deductible health plan ("HDHP"), with the same benefits, levels of coverage, and limitations as provided in the PPO, in conjunction with portable, individual Health Savings Accounts (HSA<sup>2</sup>), pursuant to changes in the Internal Revenue Code made possible by the Medicare Modernization Act of 2003; however, such coverage shall not be implemented before July 1, 2009. Additionally, six months before implementation, the Town shall arrange multiple informational sessions pertaining to HDHP/HSAs.

Employees opting for an HDHP/HSA family plan will have an annual deductible of \$4,000, of which a maximum of 50% (\$2,000) will be deposited to the employee's HSA by the Town annually. The employee may elect to contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$2,000 per year for family medical coverage,

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<sup>2</sup> An HSA is a financial account that an employee can use to accumulate tax-free funds to pay for current and future qualified health care expenses. Under these plans, individuals or families participate in high deductible consumer-driven health plans (CDHPs). Employees may contribute pre-tax dollars into their individual HSAs to pay for medical expenses up to the deductible amount.

as provided in Section A. At the time of the employee's contribution toward the deductible, the Town shall match said employee's contribution subject to the limits in this section. Once the Town's contribution is exhausted, the employee shall be responsible for the remainder of the deductible before the Town assumes any and all additional healthcare costs incurred consistent with the health plan offered to other employees. This shall include, but is not limited to, office visits, emergency room fees, prescription deductibles, etc. Once the deductible of \$4,000 is met, the Town shall provide 100% coverage for services in-network / 80% coverage for services out-of-network.

Employees opting for an HDHP/HSA individual plan will have an annual deductible of \$2,000, of which a maximum of 50% (\$1,000) will be deposited to the employee's HSA by the Town annually. The employee may elect to contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$1,000 per year for family medical coverage, as provided in this Section A. At the time of the employee's contribution toward the deductible, the Town shall match said employee's contribution subject to the limits in this section. Once the Town's contribution is exhausted, the employee shall be responsible for the remainder of the deductible before the Town assumes any and all additional healthcare costs incurred consistent with the health plan offered to other employees. This shall include, but is not limited to, office visits, emergency room fees, prescription deductibles, etc. Once the deductible of \$2,000 is met, the Town shall provide 100% coverage for services in-network / 80% coverage for services out-of-network.

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Employees opting for the HSA individual or family plan will be offered the same negotiated prescription rates from the healthcare provider as those under the plan referenced above; however, employees will be responsible for the full cost of prescription drugs until the annual deductible is met. Thereafter, prescriptions are covered.

The employee's election of an HDHP/HSA shall be made on or before a date set by the Town and said election shall remain irrevocable for the life of this agreement. Should the provision of HDHP/HSAs be discontinued due to regulatory or legislative action, members will be offered the same health insurance coverage available to members under this agreement, under the terms herein.

C. Dental Insurance. Subject to R.I.G.L. §28-7-49, the Town shall provide each employee with a dental plan with substantially equivalent benefits and network to those existing on the date of execution of this agreement. A summary of benefits for said dental plan is appended hereto and incorporated herein.

D. Employee Co-Sharing of Health and Dental Insurance Premiums. Effective July 1, 2017, employees will contribute 6% of the Town's premiums for health and dental insurance coverage described in this article. Said percentage shall increase to 7% effective July 1, 2018. Employees hired on or after July 1, 2017 will contribute 10% of the Town's premiums for health and dental insurance coverage described in this article. Each employee shall sign a payroll deduction authorization provided by the Town to satisfy the premium co-sharing obligations described herein. Each employee shall authorize his election for an after-tax or pre-tax deduction on a form provided by the Town.

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E. The Town reserves the right to select alternative medical or dental benefit plans to those referenced herein so long as said medical and dental benefits plans are substantially equivalent with respect to all aspects of the total benefits, total services, total utilization features and total portability of plans currently in effect. Prior to any change in medical or dental plans, the Town shall meet with the Union and demonstrate that the alternative medical or dental plans meet the criteria listed herein.

F. Part-time employees shall not be entitled to any of the health and dental insurances described in this article, nor shall the Town be required to bargain over these subjects for part-time employees.

**ARTICLE 20**  
**LIFE INSURANCE**

The Town shall provide group term life insurance for each employee in the face amount of \$15,000.00 with a life insurance company selected by the Town.

**ARTICLE 21**  
**PROBATIONARY EMPLOYEES**

**Section 1. Probationary Period.**

Any newly hired member of the bargaining unit shall serve a six (6) month probationary period, commencing on the first day of employment. During said employment period, a probationary employee may be terminated for any reason, in the sole and exclusive discretion of the Town, and shall have no redress through the grievance and arbitration procedures.

**Section 2. Sick Leave, Vacation Leave and Seniority.**

Probationary employees shall not accrue sick leave, vacation leave or seniority until the successful



completion of the probationary period, at which point such benefits shall accrue retroactive to the first date of employment.

**Section 3. Insurance Benefits.**

The Employer shall not be responsible for its cost for any and all insurance benefits provided under this agreement until a probationary employee has completed thirty (30) days of employment.

**Section 4. Other Rights and Benefits.**

Other than those conditions stated in Section 1. through Section 3. above, any and all rights and benefits provided by this agreement shall apply to probationary employees, unless the parties agree otherwise.

**ARTICLE 22**  
**LEGAL ASSISTANCE AND INDEMNIFICATION**

In the event an employee is sued in any civil or administrative proceeding as a result of actions performed by him within the course and scope of his employment and duties on behalf of the Town, the Town agrees to provide such employee with necessary legal assistance, and further agrees to indemnify that employee against any judgment rendered against him in any such proceeding; provided however that the Town reserves the right to deny all or a portion of legal assistance or indemnification under this section if it determines that the employee acted outside the course and scope of his employment or engaged in intentional, willful, malicious, tortious or criminal conduct.

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**ARTICLE 23**  
**UNIFORMS, BOOTS AND RAIN WEAR**

The Town shall furnish each DPW employee with eleven (11) sets of uniforms consisting of a shirt and trouser, two (2) coats and coveralls.

The Town shall also furnish each employee with appropriate rainwear. Upon presentation of proof of purchase to the DPW Director, the Town shall pay each employee a boot allowance up to \$200.00 per contract year, provided that the boots purchased are OSHA compliant.

Employees are required to wear and maintain their uniforms, boots, rain wear and other equipment in accordance with such policies, rules and regulations as may be promulgated by the DPW Director.

**ARTICLE 24**  
**EXTREME WEATHER CONDITIONS**

In the sole discretion of the DPW Director, employees may be relieved of work responsibilities if circumstances of extreme heat or cold may jeopardize their safety and welfare.

**ARTICLE 25**  
**BULLETIN BOARDS**

The Town agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted.



**ARTICLE 26**  
**NO STRIKES OR LOCKOUTS**

No employee covered by this agreement shall engage in, induce, cause or encourage any strike, sit-down, sit-in, work slowdown, work cessation, work stoppage, work interruption, work boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind for any reason during the life of this agreement. The Employer will not cause a lockout of any employees.

Further, the Union and its representatives shall not in any way, directly or indirectly, authorize, assist, encourage, induce, participate in or sanction any strike, sit-down, sit-in, slowdown, work cessation, work stoppage, work interruption, work boycott, collective absenteeism for alleged illness, or withholding of services of any kind during the life of this agreement, or ratify, condone or lend support to any such conduct or action. In the event of any activity prohibited by the terms of this article, the Union and its representatives shall declare publicly that such activity is unauthorized and prohibited. Further, the Union and its representatives shall direct its members to cease and desist in all forms of such activity. The Union shall promptly use all means at its disposal to end such action.

The Union specifically agrees that any violation of the terms of this article shall be a material breach of this agreement, constitute irreparable harm to the Town and its citizenry, be contrary to the public interest and warrant the imposition of injunctive relief by a court of competent jurisdiction, enjoining any and all employees of the bargaining unit and the Union and from engaging in any action prohibited by the terms of this article.


Any employee who shall cause or participate in any activity prohibited by this article, whether authorized or unauthorized, may be discharged. Any such discharge shall be deemed for just cause and not be subject to review by the grievance and arbitration provisions of this article.

**ARTICLE 27**  
**EMPLOYEE DISCIPLINE**

**Section 1. Just Cause.** The Town hereby agrees that no member of the bargaining unit shall be disciplined in any manner or form without just cause. Any contested disciplinary action shall be processed through the grievance and arbitration procedures set forth in this agreement.

**Section 2. Notice to Union.** The Town shall notify the Union's president in writing of the imposition of a form of discipline other than an oral reprimand.

**ARTICLE 28**  
**GRIEVANCE AND ARBITRATION PROCEDURES**

**Section 1. Definition; Exemptions; Exclusivity.** A grievance is a dispute between the employee (or the Union) and the Town which involves the application, meaning or interpretation of the provisions of this agreement; provided however that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this article shall comprise the sole and exclusive dispute resolution process for a grievance.

**Section 2. Procedural Steps.** Step 1 – Not later than five (5) days excluding weekends and holidays, after the event giving rise to the grievance, or when the



employee knows or with the exercise of reasonable diligence should have known of the event giving rise to the grievance, whichever is later, the employee (or the Union) must submit his grievance in writing to the DPW Director. The DPW Director, or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the DPW Director or his designee not respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

Step 2 – If the grievance is not settled at Step 1, it shall be presented in writing by the employee (or the Union) to the Town Council, within ten (10) days thereafter excluding weekends and holidays. The Town Council shall give its written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Town Council fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

**Section 3. Written Presentation.** All grievances presented in accordance with the procedures set forth in Section 2 shall be signed by the aggrieved employee or a duly authorized Union representative. The signer of the grievance shall make a good faith and *bona fide* effort to state: the facts giving rise to the grievance; the provisions of the agreement, if any, alleged to have been violated; the name(s) of the aggrieved employee(s); and remedy sought. The DPW Director or the Town Council may request a meeting with the employee and his duly authorized Union representative.

**Section 4. Time Limitations.** The time limitations set for in Section.2 are the essence of this Agreement and the failure by an employee (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding

the time limitations set forth in Section 2, the Employer and Union may extend them by mutual written agreement.

**Section 5. Submission to Arbitration** – Any grievance as defined in Section 1 of this article, that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, shall be submitted to arbitration by the Union serving the Town with written demand for arbitration within fourteen (14) calendar days, after the response of the Town Council is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the employee's and Union's right to demand arbitration.

**Section 6. Arbitrator Selection** – The Union's demand for arbitration shall be submitted to the closest local office of the American Arbitration Association with a request that it furnish to the Union and the Town Council a list of qualified and impartial arbitrators. The arbitrator selection process shall be governed by the *Voluntary Labor Arbitration Rules* in effect as of the date of the demand for arbitration.

**Section 7. Arbitrator's Authority and Jurisdiction** – The authority and jurisdiction of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this agreement. The arbitrator shall have no authority: to add to, detract from, alter, amend or modify any provision of this agreement; to impose on either party a limitation or obligation not explicitly provided for in this agreement; or to establish or alter any wage rate or wage structure. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue an award which: (a) is violative or inconsistent with any of the terms of

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this agreement or applicable law; (b) exceeds his jurisdiction and authority under law and this agreement; or (c) involves any matter wherein the Town's decision is final and binding under either the terms of this agreement or by applicable law.

**Section 8. Binding Effect.** Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

**Section 9. Fees and Expenses of Arbitration.** The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Union and the Town.

**ARTICLE 29**  
**UNION REPRESENTATION and LEAVE FOR UNION BUSINESS**

**Section 1. Designation of Union Representatives .** The Town shall recognize an employee as a Union representative provided that the Union has informed the Town in writing, of the employee's name and designation as a Union representative. Among the DPW employees within the bargaining unit, the Union may designate and the Town will recognize not more than one (1) representative to serve as the Union's agent in grievance representation of employees; provided however, that the Town will recognize up to two (2) representatives for collective bargaining.

**Section 2. Leave for Union Business.** The Town will pay properly designated Union representative(s) (but in no event more than one (1) representative for a grievance and two (2) representatives for collective bargaining) at his straight-time rate of pay for scheduled work hours lost in attendance at meetings with the Town pertinent to collective bargaining, grievance adjustment or representing an employee at any step of the grievance procedure and arbitration. In no event will the Town

compensate an employee for work hours lost in preparation for collective bargaining, grievance arbitration, mediation, interest arbitration, unfair labor practice hearings or any contested adversary proceeding between the Town and the Union (or any employee it represents). The Town may refuse to grant leave under this section if, in the judgment of the Town, the employee's absence would adversely impact the operations of the DPW. When an employee intends to be absent because he will be serving as a representative at a grievance meeting, arbitration or unfair labor practice (ULP) hearing, he shall notify the DPW Director in writing of his intended absence at least one (1) week prior thereto.

**ARTICLE 30**  
**DURATION OF AGREEMENT-SEPARABILITY**

**Section 1. Duration of Agreement.** This Agreement is effective from July 1, 2017 and shall continue in full force and effect through midnight on June 30, 2020.

**Section 2. Separability.**

If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other provision of this Agreement.

**ARTICLE 31**  
**ENTIRE UNDERSTANDING**

**Section 1. Entire Understanding.** The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not

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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. Therefore, the Town and the Union, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

**Section 2. Modifications.** Any modifications or changes to this agreement must be reduced to writing and executed by duly authorized representatives of the Town and Union.

**ARTICLE 32**  
**PENSION AND DEFERRED COMPENSATION PLANS**

**Section 1.** Employees may participate in the Exeter Money Purchase Pension Plan pursuant to IRS Code Section 401, which is funded strictly by employer contributions. The Town's contribution rate shall be 6.5% effective July 1, 2014, 8% effective July 1, 2015 and 10% effective July 1, 2016. The Town's contribution rate of 10% shall continue for the duration of this Agreement. Participation is subject to the terms and conditions of that plan and controlling law.

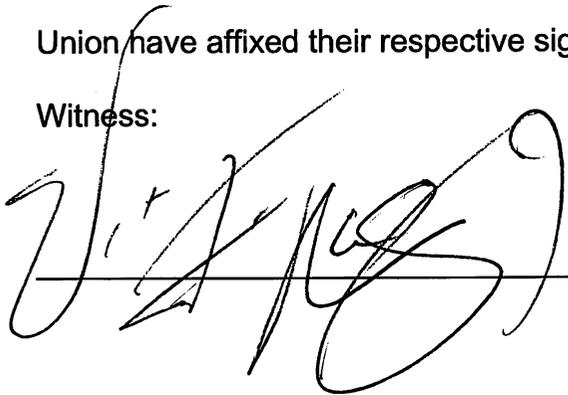
**Section 2.** Employees may participate in the Exeter Deferred Compensation Plan pursuant to IRS Code Section 457, which is funded strictly by voluntary employee

contributions. Participation is subject to the terms and conditions of that plan and controlling law.

Employees may designate their choice(s) of investment vehicle(s) which are administered by the International City County Management Association (ICMA).

IN WITNESS WHEREOF, the duly authorized representatives of the Town and Union have affixed their respective signatures below.

Witness:



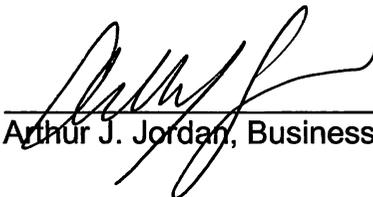
Town of Exeter  
By its Town Council

  
Kevin McGovern, Council President

Witness:

Rhode Island Laborers' District Council,  
Building Maintenance, Service and  
Industrial Workers' Local Union 1322



By   
Arthur J. Jordan, Business Manager

Witness:

Rhode Island Laborers' District Council



By   
Michael F. Sabitoni, Business Manager

**EXHIBIT A**

**RHODE ISLAND LABORERS' DISTRICT COUNCIL  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO  
410 South Main Street, Providence, Rhode Island 02903**

**APPLICATION FOR MEMBERSHIP**

NAME \_\_\_\_\_ SOC. SEC. NO. \_\_\_\_\_  
ADDRESS \_\_\_\_\_ APT. NO. \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ BOOK NO. \_\_\_\_\_  
Employed at \_\_\_\_\_ Dept./Job Title \_\_\_\_\_  
Salary \_\_\_\_\_ Hours per week \_\_\_\_\_ Date Hired \_\_\_\_\_

I hereby accept membership in the Rhode Island Laborers' District Council of the Laborers' International Union of North America AFL-CIO, or any Local Union assigned by them, and designate the Rhode Island Laborers' District Council to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the Constitution and By-Laws of the Rhode Island Laborers' District Council of the Laborers' International Union of North America AFL-CIO.

(A)

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
DATE OF BIRTH \_\_\_\_\_  
BENEFICIARY \_\_\_\_\_

(P)

Exhibit B Wages for DPW B.U. Employees:

DPW Employees			Per Hour				
Last	First	Position <sup>3</sup>	7/1/15	7/1/16	07/01/17	07/01/18	07/01/19
Briggs	John	Public Works Worker	22.93	23.33	23.91	24.51	25.12
Smith	Richard	Public Works Worker	23.19	23.79	24.39	25.00	25.62
Curry	Morton	Public Works Worker	22.15	22.54	23.11	23.68	24.28
Cole	Matthew	Public Works Worker	22.25	22.85	23.42	24.00	24.60
Keenan	Thomas	Public Works Worker	21.54	21.91	22.46	23.02	23.60
Lewis	Kyle	Public Works Worker	21.95	22.53	23.10	23.67	24.27
Sykes	Brian	Public Works Worker	21.54	21.91	22.46	23.02	23.59

<sup>3</sup> Note change of job title from Highway Worker to Public Works Worker.

# HealthMate Coast-To-Coast



100/80  
No Deductible

## Understanding Your Benefits

**Deductibles**  
You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

- \$0 per individual plan;  
\$0 per family plan in-network
- \$1,000 per individual plan;  
\$2,000 per family plan out-of-network

The deductible has a hybrid calculation, which means that all deductible amounts paid count toward the family deductible, but the individual will never pay more than their individual deductible amount.

**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).

- \$750 per individual plan;  
\$1,500 per family plan in-network
- \$1,500 per individual plan;  
\$3,000 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 limit.

**Please note:**  
The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

What's Covered Service	What You Pay	
	In-Network	Out-of-Network
<b>Preventive Care</b>		
▪ Adult preventive care	\$0 per visit	20% per visit after deductible
▪ Child preventive care		
▪ Immunizations		
▪ Preventive lab, X-ray, and imaging		
<b>Primary Care Office Visits</b>		
▪ Adult primary care	\$15 per visit	20% per visit after deductible
▪ Adult gynecological exam		
▪ Pediatric primary care		
<b>Specialist Office Visits</b>		
▪ Specialty care	\$25 per visit	20% per visit after deductible
▪ Chiropractic (limit 12 visits per year)		
▪ Routine eye exam (limit 1 visit per year)		
<b>Outpatient Services</b>		
▪ Diagnostic lab, X-ray, and imaging	0% per visit	20% per visit after deductible
▪ Medical/surgical care		
▪ High-end radiology (e.g., MRI/CT/PET), nuclear medicine, and sleep studies		
<b>Inpatient Services</b>		
▪ Hospitalization	0% per visit	20% per visit after deductible
▪ Maternity		
▪ Mental health		
▪ Chemical dependency		
▪ Rehabilitation (limit 45 days per year)		

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continued

**Beyond Benefits**

Sign in to your member page on [bcbsri.com](http://bcbsri.com) for 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 (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 noon  
Eastern Time

What's Covered Service	What You Pay	
	In-Network	Out-of-Network
Hospital Emergency Services	\$100 per visit	\$100 per visit
Urgent Care	\$50 per visit	\$50 per visit
Telemedicine Visits	\$15 per visit	Not covered
Retail-Based Clinic Visits	\$15 per visit	20% per visit after deductible
Ambulance		
▪ Ground	\$50 per occurrence	\$50 per occurrence
▪ Air/Water	0% per occurrence	0% per occurrence
Durable Medical Equipment	20% per service/device	20% per service/device after deductible
Physical/Occupational Therapy (limit 30 visits per year)		
▪ Physical therapy	20% per visit	20% per visit after deductible
▪ Occupational therapy		
▪ Speech therapy		

*This is a summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call the number located on the back of your BCBSRI ID card. If you have questions about receiving medical care, please call your doctor.*



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.





**BENEFIT SUMMARY FOR:  
TOWN OF EXETER**

**Plan Type:** Local Coverage

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. These benefits are listed according to the level of coverage (i.e. 100%,80%) . Your group number is 1313-0002. Coverage for benefits with time limitations (i.e. 6,12,24,36 or 60 months) is calculated to the exact day.

**The annual maximum is:** \$1,200.00 per member per calendar year  
**The annual deductible is:** \$0.00  
**The maximum lifetime cap:** Unlimited

**Pretreatment estimates are recommended for underlined procedures.**

**Plan pays 100%; Member Coinsurance 0%**

- Oral exam - once per calendar year performed by a general dentist
- Cleaning - twice per calendar year
- Fluoride treatment - for children under age 19 once per calendar year
- Bitewing x-rays - one set per calendar year
- Complete x-ray series or panoramic film once every 36 months
- Single x-rays as required
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings. 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 the dentist's charge.
- Space maintainers once every 60 months for lost deciduous (baby) teeth
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy on permanent teeth - one procedure per tooth per lifetime. Vital pulpotomy and apicoectomies also covered once per tooth per lifetime.
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasement or relining of partial or complete dentures once every 60 months
- Crowns over natural teeth, build ups, posts and cores - replacement limited to once every 60 months

**Plan pays 50%; Member Coinsurance 50%**

- Periodontal maintenance following active therapy - two per year
- Root planing and scaling once per quadrant every 24 months.
- Osseous (bone) surgery once per quadrant every 36 months (bone grafts are not covered).
- Gingivectomies once per site every 36 months.
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per site every 60 months

**Dependent coverage** - Dependent children are covered up until the end of the year that they turn age 19. Dependent children who are full-time 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 25.

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