AGREEMENT BETWEEN

THE TOWN OF WEST WARWICK

AND R.I. COUNCIL 94, AFSCME, AFL-CIO

ON BEHALF OF

WEST WARWICK TOWN EMPLOYEES, LOCAL 2045

JULY 1, 2014 - JUNE 30, 2019

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ARTICLE 1
RECOGNITION

1.1 Pursuant to and in accordance with all applicable provisions of Chapter 9.4 of Title 28 of the General Laws of the State of Rhode Island (Municipal Employees Arbitration Act), the Town recognizes the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

1.2 The bargaining unit shall consist of ail West Warwick Town employees excluding uniformed police, firefighters, school department employees, librarians, four clerical positions directly related to the Town Manager's office, and all supervising employees and administrative officials.

1.3 All employees covered by this agreement and who are members of the Union on the effective date of this agreement, shall remain members of the Union in good standing for the life of this agreement.

1.4 Any employee in a position covered by this agreement, shall, as a condition of employment, pay union dues or an agency fee in an amount equal to the regular monthly dues from the first day of employment. Failure to comply with this requirement by an employee shall result in discharge without recourse by the Employer within thirty (30) days' notice from the Union.

ARTICLE 2
NON-DISCRIMINATION CLAUSE

2.1 The Town and the Union agree not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, sex, age, physical handicap or country of ancestral origin, marital status or political affiliation.

2.2 All references to employees in this agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

2.3 The Union shall not discriminate against any employee in the administration of this agreement because of non-membership in the Union.

2.4 The Town agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his right to bargain collectively through the Union, or on account of his membership in, or activities on behalf of the Union.

2.5 The Town agrees that it will not condone sexual or any other harassment of any employee. If an employee brings an allegation of sexual harassment, the Town will investigate immediately and take whatever action is deemed necessary and appropriate.

ARTICLE 3
DUES AND UNION SERVICE CHARGE CHECK-OFF

3.1 The Employer agrees to the continuance of a Union Check-off System whereby Union dues and/or Union service charges will be withheld from the employee's pay at source, Such withholdings are to be transmitted by check at intervals of no greater length than thirty-one (31) days made to the order of Rhode Island Council 94 and accompanied by a list of employees paid.

3.2 The Union shall indemnify the Town and any Department of the Town and hold it harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, any action taken by the Town for the purpose of complying with the provisions of this article.

3.3 The Union agrees that it shall give the Town at least thirty (30) days' notice of any change in the amount of dues and service charges to be deducted from the employee's pay.

3.4 Upon receipt of a voluntary written authorization from any employee covered by this Agreement on forms provided by the Union, the Employer shall deduct from the pay of such employees the PEOPLE contributions authorized by the employee and forward said deduction to the Union. Deductions shall not be coupled with Union dues and shall be forwarded separately.

ARTICLE 4
HOURS OF WORK

4.1 All full time positions shall have one of the following regular workweeks and/or days as indicated in this article.

A. Town Hall

1. Clerical: Thirty-five (35) hour workweek, five (5) consecutive days, Monday through Friday, 8:30 a.m. to 4:30 p.m. with one (1) hour for lunch. Summer hours from June 1, through Labor Day shall be thirty-two and one-half (32½) hours per week (with thirty-five (35) hours pay) 8:30 a.m. to 4:00 p.m. with one (1) hour for lunch.

2. Summer Hours: All employees will receive the summer hour reduction until the Town Council makes a determination to implement a schedule that would cease summer hours for all employees hired after the signing of the Contract.

Certain divisions in the Town Hall may remain open until 6:30 p.m. one (1) night per week as may be mutually agreed upon by the parties hereto. These positions will be filled by seniority within that division using either overtime or flex time, agreed upon by the employee and the department head. Overtime will be paid for working over thirty five (35) hours per week rather than for working over seven (7) hours on the day that the Town Hall is open late. During the period when summer hours are in effect, overtime will be paid after thirty two and one half (32.5) hours.

3. Maintenance/Custodial: The two custodial positions are consolidated into one division, Maintenance/Custodial.one custodian shall be assigned to the Police Department and

one to the Town Hall. Both custodians will also work at the youth center. The cleaning of the police station will fall under the supervision of the Operations Major of the Police Department. The cleaning of the Town Hall will fall under the supervision of the building official. Only one custodian shall take vacation at any time. In the event one custodian is out, the other custodian will cover both buildings and the youth center, in the event of long-term illness or injury the position will be posted and filled. When a custodian is out, it is his/her responsibility to call his/her supervisor.

The workweek will be a forty (40) hour workweek, five (5) consecutive days, Monday through Friday, with two shifts, one from 6:00 a.m. to 2:00 p.m. with a one-half (½) hour paid lunch and one from 9:00 a.m. to 5:00 p.m. with a one-half (½) hour paid lunch.

B. Police Department

1. Clerical: Thirty-five (35) hour work week, five (5) consecutive days, Monday through Friday, 8:00 a.m. to 4:00 p.m. with one (1) hour for lunch. Summer hours from June 1 through Labor Day shall be thirty-two and one-half (32½) hours per week (with thirty-five (35) hours pay) 8:00 a.m. to 3:30 p.m. with one (1) hour for lunch.

2. Dog Officer: Seven (7) day cycle of five (5) consecutive workdays of seven and one-half (7½) hours with one-half (½) hour unpaid lunch followed by two (2) consecutive days off.

3. Dispatchers:

(a) Monday through Friday 8:00 a.m. - 4:00 p.m.
(b) Tuesday through Saturday 8:00 a.m. - 4:00 p.m.
(c) Monday through Friday 4:00 p.m. -12:00 a.m.
(d) Saturday through Wednesday 4:00 p.m. -12:00 a.m.
(e) Monday through Friday 12:00 a.m. - 8:00 a.m.
(f) Saturday through Monday 8:00 a.m. to 4:00 p.m., Thursday – Friday 4:00 p.m. to Midnight

4. The Town will staff six full-time police dispatcher positions for a total of 240 hours per week (40 hours per dispatcher, per week). The Chief of Police will set the schedule as required for operational purposes. Regular shifts will be for a period of eight hours, including thirty minutes for lunch. Shift switches – as approved by the Chief of Police or his designated representative.

POLICE DISPATCHERS

The Police Department will develop a dispatcher training program for five (5) current AFSCME members to provide for a replacement pool of trained dispatchers.

This will be conducted on the employees own time and the employee must meet the basic hiring standards for dispatchers. Any outside courses attended by the dispatcher candidates will be paid for by the Town of West Warwick. If trained dispatchers are not available from the trained pool of AFSCME members. The Town may hire from the list of part-time dispatchers.

Effective July 1, 2006 a maximum of five (5) union employees will be trained as a dispatcher by seniority every July 1. Employees will have a chance to be trained. The maximum will be five (5).

C. Public Works

All Employees - Five (5) consecutive days, Monday through Friday, forty (40) hours per week, 7:00 a.m. to 3:00 p.m., including one-half (½) hour for lunch. All collection routes shall be established as equitably as possible. When collections are completed on said routes, employees shall be allowed to leave early at the discretion of the Highway Director or Assistant Director.

Summer hours for clerical employees from June 1, through Labor Day shall be 7:00 a.m. to 2:30 p.m., with forty (40) hours pay.

D. Water Pollution Control Facility

There shall be five basic work schedules as follows:

1. Operator - Forty-two and one-half (42½) hours per week, 6:30 a.m. to 3:00 p.m. with one-half (½) hour paid lunch, five (5) consecutive days with one-half hour per day paid at the rate of time and one-half.

2. Forty-two and one-half (42½) hours per week, 2:30 p.m. to 11:00 p.m. with one-half (½) hour paid lunch, five (5) consecutive days with one-half hour per day paid at the rate of time and one-half.

3. Forty-two and one-half (42½) hours per week, 10:30 p.m. to 7:00 a.m. with one-half (½) hour paid lunch, five (5) consecutive days with one-half hour per day paid at the rate of time and one-half.

4. Forty (40) hours per week, 7:00 a.m. to 3:00 p.m. with one-half (½) hour paid lunch, five (5) consecutive days, Monday through Friday. The work schedule for all Operator I's and II's assigned to overlapping shifts shall allocate the last half (½) hour for conferring with the employees starting the new shift and for cleanup.

5. Clerical - Thirty-five (35) hours per week, 7:00 a.m. to 3:00 p.m. with one (1) hour of lunch (not paid), five (5) consecutive days, Monday through Friday. Summer hours for

clerical employees June 1 through Labor Day shall be from 7:00 a.m. to 2:30 p.m., or 7:30 a.m. to 3:00 p.m., with thirty-five (35) hours of pay.

E. Parks & Recreation

1. First shift 7:00 a.m. to 3:00 p.m. with a ½ hour lunch.

2. Summer hours for clerical employees June 1 through Labor Day shall be from 7:00 a.m. to 2:30 p.m., with thirty-five (35) hours of pay.

3. Second shift 3:00 p.m. to 11:00 p.m.

Due to the uniqueness of this department, these are general hours and are flexible due to rental schedules of some facilities.

4.2 Employees who receive paid lunch breaks shall continue the practice of being on duty during their lunch period.

4.3 It is recognized that there are now other work schedules peculiar to certain classes of positions, which are recognized by the Town and the Union and such exceptions shall remain in full force and effect. In the event it becomes necessary to change the scheduled hours in any area, the Town shall notify the Union and the parties shall make every effort to agree mutually on the hours for such schedules and fix the hours subject to the grievance and arbitration provisions of this agreement.

4.4 Employer shall have proper facilities for relaxation during rest periods. Rest periods shall be granted for twenty (20) minutes during each one-half day of the workday.

ARTICLE 5
OVERTIME AND PREMIUM PAYMENTS

5.1 (a) Time and one-half (1½) shall be paid for hours worked in excess of an employee's regular scheduled workday or regular scheduled workweek. Approved sick leave, personal leave or annual leave shall be considered as regular time worked for the purpose of compiling premium payment.

(b) All employees shall have the option to receive compensatory time off at a rate of time and one-half for each overtime hour worked in lieu of receiving monetary payment for overtime hours worked.

5.2 Time and one-half (1½) in addition to straight time shall be paid for all work performed on the seventh day of an employee's work schedule; provided, however, that this provision shall be suspended and of no force or effect for the term of this Collective Bargaining Agreement ending on June 30, 2019.

5.3 If an employee is required to work on a holiday for which he or she is not scheduled, double time and one-half (2½) in addition to holiday pay shall be paid for all hours worked on such holiday.

5.4 Double time (2) in addition to holiday pay shall be paid for all hours worked on a holiday for those employees who are scheduled to work that day and/or for those employees who are filling in for an employee who is absent because of illness, injury or vacation.

5.5 All employees called back to work after their regular scheduled work shift shall be paid at the rate of time and one-half (1½) times their regular straight time rate of pay for a minimum of four (4) hours.

5.6 The Town's need for and right to require reasonable amounts of overtime is recognized. When practicable, overtime will be requested on a voluntary basis. However, when an entire classification is needed or when sufficient qualified employees in a Town department are not available or do not volunteer to perform the necessary work, the Town has the right to assign any employee qualified to perform the work in the inverse order of their seniority. If an employee fails to report when he has agreed to work overtime, he shall be passed over for the next overtime assignment and charged with the overtime refused for distribution purposes.

5.7 All regular and foreseeable overtime shall be posted and employees will be notified as soon as practicable of all overtime opportunities.

5.8 In the event of an emergency, as determined by the Department Head, all employees are subject to assignment to additional duty as required, provided that employees are given first choice to work in their proper work classification in the emergency area.

5.9 All employees covered by this agreement shall be given the opportunity to work on assignments of preference (if qualified to perform those assignments) before any outside help is called to work.

5.10 When an employee works sixteen and one-half (16½) straight hours, he shall be given five (5) hours for rest, provided that there will not be any financial compensation paid for time off.

5.11 If upon the complaint of an employee, it is determined that there has been a mutual error in the distribution of overtime opportunities, such employee shall be assigned the next overtime opportunity in their classification, department and shift. A mutual error will exist when a representative from the Town and the Union initial the overtime distribution list. If upon the complaint of an employee, it is mutually determined that there has been an error on behalf of the Town in the distribution of overtime opportunities, said employee will be compensated for actual overtime lost due to the error.

5.12 Approved sick leave or annual leave shall be considered as regular time worked for the purpose of computing premium payments.

5.13 Employees covered by this agreement shall not be called back to work for their own shift while on vacation, except for emergency work, and if called back, shall receive the regular vacation pay plus straight time to standard work week, then time and one- half for all hours beyond the standard work week. Employees while on vacation can work other shifts than their own and be compensated as per Article 5. The Town will be required to make only one call at one phone number left by the employee.

5.14 Overtime shall be distributed fairly and equitably among employees on a rotating basis according to an established list based on seniority as follows:

A. Town Hall Employees

First, by any classification within the division. If there are no employees available for overtime within the division, then it shall be by any classification within the department.

B. Public Works Employees

First, by classification within the division, second by any classification within the division. If there are no employees available for overtime within the division, then it shall be first by classification within the remainder of the Department, second by any classification within all other divisions. The Foreman at the Public Works Department will work all overtime at the Public Works Department including callback, except for Fleet Maintenance callbacks.

C. Water Pollution Control Facility

First, by classification within the division, second by any classification within the division.

D. Police

Overtime for all shifts shall be filled in the following order: (1) other trained union dispatchers including probationary dispatchers, (2) other trained union members, (3) other part-time trained dispatchers, (4) trained police officers.

ARTICLE 6
SHIFT DIFFERENTIAL

6.1 All employees who work the "evening tour of duty" shall be compensated an additional one dollar ($1.00) an hour. All employees who work the "night tour of duty" shall be compensated an additional one dollar and five cents ($1.05) an hour. The "evening tour of duty" shall mean those shifts that begin after 3:00 p.m. The "night tour of duty" shall mean those shifts that begin at 11:00 p.m. The Police Dispatcher "evening tour of duty" will be considered 4:00 PM to 12:00 AM and the "night tour of duty" will be considered 12:00 AM to 8:00 AM.

ARTICLE 7
HOLIDAYS

7.1 All employees covered by this agreement shall receive the following paid holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
R.I. Independence Day
Memorial Day
V.J. Day
Christmas Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Election Day in November (even years)

Monday before Christmas when Christmas is on Tuesday
Friday after Christmas when Christmas is on Thursday

Good Friday

7.2 All employees covered by this agreement shall receive the following paid half-day holidays:

Workday before Christmas
Workday before New Years

7.3 Whenever a holiday falls on the employee's scheduled day off, the employee shall receive an additional day off to be taken at the employee's discretion within ninety (90) days. The Department Head and the employee shall mutually agree upon such day off.

7.4 Whenever a holiday falls during the employee's scheduled vacation, said employee shall receive an additional day off which, at the option of the employee, may be added to his vacation schedule.

7.5 Whenever a holiday falls during a period of approved sick leave, said employee shall be granted holiday pay for that day.

7.6 Employees must have received accredited workday on the workday immediately preceding and following the holiday, to be compensated for the above-mentioned holidays. Personal leave and annual leave shall be considered an accredited workday. As approved by the Director or Town Manager, sick leave shall be considered an accredited workday.

7.7 Employees who work at the Animal Shelter will enjoy all the holidays off as outlined in the article but will be available to clean the pound and will be paid an additional four hours pay at their regular rate of pay.

ARTICLE 8
BULLETIN BOARDS

8.1 The Town agrees to provide bulletin board space in each and every department where notices of Town and Union matters may be posted. The Town agrees to provide bulletin board space at the Town Clerk's office, Coffee Room, Town Hall, Water Pollution, Public Works, Police Department, and the Civic Center.

8.2 The Town agrees that all vacancies and new positions shall be posted on all bulletin boards in all departments.

ARTICLE 9
LEAVE OF ABSENCE

9.1 Upon written application to the Town Manager, an employee may be granted a leave of absence without pay not to exceed six (6) months, which will run concurrent with FMLA in case of illness or other permitted uses under FMLA leave, and subject to one (1) renewal for reasons

of personal illness, illness in the immediate family, disability, personal reasons or for the purpose of furthering the employee's education or training where such leave can be demonstrated to be beneficial to the Town.

9.2 Employees will be notified within ten (10) calendar days from submission of a written application for leave request of the Town Manager's approval or denial of the leave request.

9.3 The Town may request substantiation of any leave of absence or request for leave of absence.

9.4 At the expiration of such leave, the employee shall be returned to the same position from which he is on leave at the same pay of the then current pay rate of his classification. If the position held by the employee when he or she took the leave of absence is not available, the employee will be assigned to a similar position consistent with the terms and conditions of this agreement. The rate of pay for such job, however, will not be diminished as a result of such assignment.

9.5 Seniority shall continue and shall accrue during all leaves of absence.

ARTICLE 10
VACATIONS

10.1 All employees covered under this agreement shall receive vacation as follows:

One (1) to three (3) years	10 days
Three (3) to twelve (12) years	18 days
Twelve (12) to twenty (20) years	23 days
Over twenty (20) years	28 days

10.2 Vacations shall be computed based on the anniversary date of employment.

10.3 Upon completion of his probationary period, he shall be entitled to all accrued vacation; however, no employee shall use his vacation time during his original probationary period. At the time of termination of employment, accrued earned vacation time shall be due and payable.

10.4 The Employer will, on or before May 1, post a vacation schedule for all employees to b& taken during the period commencing June 1 and terminating October 1. The Employer agrees the employees may select their vacations in the order of seniority, provided such selections do not prevent an orderly conduct of the operation of the department in which the employee works. Employees with the consent of the Employer may select a vacation at any other time of the year.

10.5 Vacation pay shall be based on the employee's regular straight time hourly rate of pay in effect at the time the vacation is taken and shall be computed based on the anniversary date of employment.

10.6 When the service of an employee shall be terminated by resignation, death, and dismissal or otherwise, if such employee shall not have used actual vacation time equal to his vacation

credits, such employee or his estate shall, on such termination, be entitled to receive full pay for each hour of vacation to his credit as of the date of termination.

10.7 All personal time must be used before being authorized to take vacation time in smaller than four (4) hour increments.

10.8 Department Heads shall be responsible for the assignment and approval of vacation periods for employees under their jurisdiction in accordance with principle and concept of seniority as contained in this agreement and subject to the demands of service of their department.

10.9 Only one Police Department Dispatcher can be on vacation per shift.

10.10 For departments with one union employee, vacation requests shall be submitted in writing for approval and approval shall not be unreasonably denied based solely upon management's time off.

10.11 An employee may opt to be paid for unused vacation time up to one (1) full year at straight time. Payments under this section shall be requested in writing on or before April 1st and will be paid on or before June 30. Payments shall be for previous fiscal years calculated vacation time. Said disbursement made separate and apart from the normal weekly payroll; provided, however, that the foregoing provision shall be suspended and of no force or effect for the term of this Collective Bargaining Agreement ending on June 30, 2019.

ARTICLE 11
SICK LEAVE

11.1 All employees covered by this Agreement shall be granted and accrue sick leave at the rate of 1.333 working days per month for a total of sixteen (16) working days per year which may be accumulated from year to year to a maximum of one-hundred and fifty (150) days.

(a) Days of absence due to injuries and/or illness contacted in the line of duty shall not be subtracted from the employee's days of sick leave as herein specified.

(b) An employee's entitlement to sick leave shall commence with his date of employment. However, employees shall not use sick leave during the original probationary period.

(c) Sick leave with pay shall be based upon the individual employee's straight time daily rate of pay.

(d) Sick leave shall be payable only with respect to a workday on which an employee would have otherwise worked, and shall in no event apply to any scheduled day off, holiday or vacation.

11.2 Reasons for sick leave: Sick leave for employees covered by this Agreement will be granted for the following reasons:

(a) Personal illness or physical incapacity, not voluntarily caused.

(b) Attendance upon members of the family within the household of the employee whose illness requires care of such employee for a period of time not to exceed four (4) days at one time.

11.3 The Department Head may require a physician's certificate or other satisfactory evidence in support of any request for sick leave with pay in excess of four (4) consecutive working days.

11.4 Sick leave with pay for less than four (4) consecutive days shall only be granted if the employee has notified his Employer no later than 1/2 hour before his scheduled workday begins, unless understandable reasons to the contrary.

11.5 If an employee is absent due to sick leave in excess of ten (10) consecutive work days if there is a question regarding the employee's fitness to return to work, the Town may, at its option, require a doctor's certificate or other medical proof of said employee's fitness to return to work.

11.6 When an employee is on sick leave and has sick leave coming, all his benefits, including vacation, annual leave, fringe benefits and sick leave accumulation shall continue.

11.7 In the event that an employee has no sick time coming, then he shall not accumulate sick leave time, vacation time or any benefits.

11.8 In the event of quarantine by the Health Department, the employee shall receive the difference between his regular daily pay and amounts received from other sources for each absence.

11.9 Whenever an employee shall be absent from his duties and receiving compensation as provided in the Workers' Compensation laws, he/she shall be granted sick leave at his/her option, in accordance with the rules applicable thereto, in an amount not to exceed his regular compensation. Deductions from accumulated credits shall be applied only to the part of his salary which is paid as an addition to Workers' Compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay.

11.10 Any employee on Workers' Compensation shall be required to notify the Town of any change in their mailing address for either temporary or permanent residence.

11.11 Accumulated Sick Leave on Retirement or Termination:

(a) Upon retirement or termination in good standing all employees covered by this Agreement having unused accumulated sick leave will be paid therefore by the Town at the time of the employee's retirement or termination up to a maximum of one- hundred fifty (150) days of unused sick leave. In lieu of the foregoing, an employee may elect to have such unused sick leave credited towards his/her retirement, in which event, the employee would be entitled to take what in effect amounts to an early retirement but would receive during such period his/her full

pay until the date of his/her retirement. The amount to be paid will be determined by multiplying the employee's most recent daily rate of pay by the number of unused accumulated days of sick leave, not to exceed one-hundred fifty (150) days of unused accumulated sick leave.

If an employee chooses to retire early by using accumulated sick leave, no additional time will be accrued during the period the sick leave is being used.

(b) Accumulated Sick Leave on Death: In any case where an employee covered by this Agreement dies leaving unused accumulated sick leave, the Town will pay to the Executor or Administrator of the employee's estate, or to the employee's widow if there is no Executor or Administrator or to the next of kin if there is no widow, a lump sum payment equal to the dollar value of all unused accumulated sick leave earned up to the time of employee's death. Dollar value will be determined by multiplying the employee's most recent daily rate of pay by the number of unused accumulated days of sick leave.

11.12 Employees will receive a $300.00 bonus semi-annually if they do not use more than twelve (12) hours of sick leave during a six-month period commencing March 1 of each year. Said bonus will be paid in a separate check on the 3rd pay period in September and the 3rd pay period in March.

11.13 Employees will receive, on a quarterly basis, an accrued hours report of their sick leave credits.

11.14 Employees will be able to sell back fifty percent (50%) of their annual leave to the Town and will be paid at straight time. Request must be made on or before January 1st of each fiscal year. Disbursements will be made within thirty (30) days from January 1st and checks will be made separate and apart from the normal weekly payroll; provided, however, this provision 11.14 shall be suspended and of no force and effect for the term of this Collective Bargaining Agreement ending on June 30, 2019.

ARTICLE 12
PERSONAL LEAVE

12.1 Three(3) days personal leave with pay shall be given each year to all employees covered by this agreement, except that all new employees will receive their initial allotment of three (3) personal leave days upon completion of their six month probation, provided that the Department Head is given sufficient notice to allow for coverage. In no case will personal days be allowed during weeks in which a holiday occurs and in no case shall these personal days be allowed to accrue from year to year. Personal days may be taken in one-half (½) day increments, provided that the Department Head is given a 48 hour notice. In case of an emergency, the 48-hour notice shall be waived provided the Town would not be required to fill in on an overtime basis for an emergency of four (4) hours or less.

ARTICLE 13
WORK IN A HIGHER CLASSIFICATION

13.1 If an employee is assigned to work in a higher classification, said employee shall, in accordance with Article 24 Seniority, receive the rate of pay commensurate with that classification. An employee may be assigned to work in a higher classification only by the Department Head, acting Department Head or the Town Manager. Employees can only work in a higher classification for a maximum of ninety (90) days in a calendar year. After ninety (90) days, the employee must be returned to his/her former position. Each position can only be filled once per year.

13.2 If an employee is assigned by written or verbal communication by their respective Department Head to a position classification with a lower pay grade, the employee shall receive his/her regular rate of pay and not the lower pay grade of the classification.

13.3 When the Electrician in the Sewer Plant is out, the Assistant Electrician, if assigned by his supervisor or the Town Manager to perform the duties of the higher rated position, will receive the higher rate of pay.

ARTICLE 14
BEREAVEMENT LEAVE

14.1 In the event of death in the employee's immediate family (spouse, common law spouse, child, foster child, mother, father, sister, brother, mother-in-law, father-in-law, foster parents and stepchild and domestic partner) said employee shall be entitled to absence with full pay for five working days not chargeable to the employee's sick leave accumulation. If of the Jewish faith, said leave shall be for the actual period of mourning observed but not to exceed seven (7) days from the date of burial.

14.2 In the event of death of an employee's grandmother, grandfather, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, said employee shall be entitled to absence with full pay for three (3) working days for a period of mourning and attendance at the funeral not chargeable to the employee's sick leave accumulation.

14.3 In the event of death of an employee's niece, nephew, uncle, aunt or any relative an employee is caring for, said employee shall be entitled to absence with full pay for one (1) working day not chargeable to the employee's sick leave accumulation.

14.4 In cases of distant travel or where the death of a relative of any degree of kinship causes unusual hardship or suffering, the employee may be granted up to an additional three (3) days or more to attend the funeral. Additional days beyond three (3) shall be charged to sick leave.

14.5 Cohabitation and/or Primary Caregiver. In the event of a death of an individual, not listed above, with whom the employee is cohabitating or the employee is the primary caregiver, the employee shall be granted the following days off with pay as listed in the table below. Cohabitation means that the other individual has maintained the same legal residence as the employee.

Cohabitation/Caregiver Time	Days Off with Pay
1 year or more	3 days
6 months up to one year	2 days

Less than 6 months	1 day

ARTICLE 15
JURY DUTY

15.1 In the event of a call to Jury Duty, the employee shall receive the difference between his regular daily pay and amounts received from other sources for each absence.

ARTICLE 16
COURT LEAVE

16.1 All employees who are required to appear as party defendants, witnesses under subpoena, party plaintiffs, and defendants in any family court or Workers' Compensation court matter, shall be allowed time off for such appearance with full pay and benefits up to a maximum of three (3) days per year. Documentation to substantiate court appearances must be provided by the employee to the Town.

ARTICLE 17
MILITARY LEAVE AND TRAINING LEAVE

17.1 An employee in the bargaining unit who has left or shall leave a permanent position by reason of entering the Armed Forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces, or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, Induction, commission or otherwise) and who has held a position with the Employer for 180 or more calendar days within the twelve months next preceding such entrance in the Armed Forces, is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the Armed Forces. Re-enlistment or other continued service in the Armed Forces resulting from a choice by the employee, shall serve to cancel such leave.

17.2 An employee on military leave shall be granted yearly salary increases when due in accordance with the conditions of eligibility outlined in these regulations.

17.3 At the conclusion of such military leave of absence, the employee shall be returned to his position subject, however, to any law or rule that may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. Annual leave and sick leave due to employee prior to inductions shall be carried over to the credit of the employee until he returns.

17.4 Military Training Leave with pay shall be granted not to exceed two (2) weeks per year.

ARTICLE 18
MATERNITY AND PATERNITY LEAVE

18.1 Employees covered by this agreement, including men and women, who completed at least one (1) year of service shall be granted a leave of absence for childbirth not to exceed six

(6) months. For a woman, a doctor's certificate of pregnancy must be given by the employee as to when the employee should commence her leave.

18.2 During the period of pre-birth or after birth, for a period not exceeding 120 days, certified by the woman employee's physician that the employee is disabled relating to either the pregnancy or the birth of the child, employee shall have said 120 days treated as any other temporary disability in terms of accumulated sick leave, seniority status, pay, medical insurance benefits and all other fringe benefits subsequent to the 120 days and for the remainder of the two months, the employee shall not accumulate sick leave or vacation or annual leave, but shall continue in her seniority status, medical insurance benefits and other fringe benefits.

18.3 An employee planning to take a childbirth leave shall notify his or her Department Head or his or her designee of his or her intention to leave thirty (30) days prior to the start of such leave. However, this advance notice shall not apply in the case of medical emergency. The employee shall give the Department Head or his or her designee, fifteen (15) days' notice of his or her intention to return to his or her duties from such leave.

ARTICLE 19
UNION REPRESENTATIVE-OFFICIAL TIME OFF

19.1 The Employer agrees that during working hours, on the Employer's premises, Union Representatives shall be allowed to:

(a) Conduct Union Activities

(b) Post Union Notices

(c) Distribute Union Literature

(d) Attend negotiating meetings

19.2 All duly accredited Council 94 Business Agents shall have, with permission of the Department Head, which shall not be unreasonably withheld, access to the Employer's premises during normal business hours, for the purpose of investigating and processing grievances, conferring with Local Union Representatives and/or the Employer's representative.

19.3 One (1) delegate per one hundred union members or fraction thereof shall be granted reasonable time off during working hours to attend AFSCME International, Regional or State Conventions, and/or AFL-CIO International, Regional or State Conventions with the knowledge of the Department Head and after giving twenty (20) days written notice to the Director of Personnel; time off for International Conventions not to exceed five (5) days; time off for Regional or State Conventions not to exceed two (2) days. This section shall apply to no more than one (1) of each type convention during the course of the year.

19.4 Two (2) Executive Board members may attend the funeral of a Union member of the Town of West Warwick with notice of at least twenty-four (24) hours to the head or heads of the department or departments of which said Board members are employees.

19.5 The Union Executive Board may attend the funeral of other Executive Board members, or members of their immediate families, at the discretion of their Department Heads.

ARTICLE 20
COMPENSATION FOR TOOLS AND EYEGLASSES

20.1 Employees who must use their own tools to perform their work shall have any broken or worn tools replaced at Town expense providing that the tools to be replaced are turned in to the Town and the tool loss is connected with Town work and not the fault of the employee.

20.2 When an employee has damaged his eyeglasses on Town connected work, the Town shall replace such eyeglasses providing the damage was no fault of the employee.

20.3 Any replacement or payment for replacement shall be made within thirty (30) days.

ARTICLE 21
SAFETY AND HEALTH

21.1 A safety committee shall be appointed composed of two representatives selected by the Union and two representatives selected by the Town. Said committee shall select its own chairperson and shall meet monthly and in addition when it is determined by two or more members that such a meeting is warranted. It may draw up a Health and Safety code to recommend to the Town.

21.2 The Town shall make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of employees.

21.3 Each supervisor shall take prompt and appropriate action to correct any unsafe conditions or actions which are reported to or observed by him.

21.4 The members of each department may report conditions which they consider unhealthy or unsafe to the Union representative of the Local, who shall be authorized to submit them to the Health and Safety Committee for consideration.

ARTICLE 22
INCLEMENT WEATHER POLICY

22.1 The Town Manager during declared states of emergency may suspend work, without loss of pay, during extreme weather conditions consistent with the Town's duties. When the temperature at the Theodore Francis Greene Airport reaches 5 Fahrenheit or below, employees shall not be required to work outside unless assigned to a vehicle with a heater. If the Heat Index reaches 100 degrees Fahrenheit or above, employees will not be required to work outside. The Town Manager may also implement the Town's Adverse Weather Policy for events which do not rise to the level of emergency declaration but may cause commuting difficulties for employees.

ARTICLE 23
PROBATIONARY/TEMPORARY EMPLOYEES

23.1 All employees of the Town of West Warwick shall remain probationary employees for the first six (6) months of service. Also, anyone who is hired to fill in for an employee who is absent from work due to long-term illness or injury shall have temporary status and shall not be eligible for membership in this Union during their first six (6) months of employment. All employees whether probationary or temporary will pay a service fee from the first day of employment. Temporary employees will be terminated upon the return of the employee that they are replacing temporarily. Discharges during the first six (6) months of employment whether probationary or temporary, shall not be subject to the grievance and arbitration procedure. Upon completion of the first six (6) months, all employees shall enjoy seniority status, longevity and all other rights and benefits due them retroactive to their original date of hire. However, any probationary or temporary employee terminated for any reason and subsequently rehired, shall not be deemed to have "continuous service," and said employee's seniority date shall be his new date of hire. All employees can work overtime as per Article 5.

23.2 The Town of West Warwick agrees not to layoff any probationary/temporary employees who are filling in for a Union position until the Union employee holding the position returns to work, or until it is determined that a vacancy exists.

ARTICLE 24
SENIORITY

24.1 Seniority shall be defined as an employee's length of continuous service within the Town computed from the employee's date of hire.

24.2 If two or more persons enter the service of the Town of West Warwick on the same day, they shall have their seniority determined by lot in the presence of one representative determined by the Town and one representative determined by the Union.

24.3 The Employer shall establish departmental seniority lists and they shall be brought up to date annually and shall be made available and sent to the Recording Secretary of the Union.

24.4 The Employer agrees in principle with the concept of seniority and further agrees that this principle shall be applied (unless there are clear reasons to the contrary in individual instances) with respect to:

(a) Preferred vacancies
(b) Vacation schedules
(c) Work shifts
(d) Transfers
(e) Layoffs and recalls
(f) Days off

24.5 It is understood that the following is a list of departments and divisions covered by this agreement:

Departments

A. **Town Hall**

Divisions

(1) Town Clerk &Bd. of Canvassers
(2) Tax Assessor's Office
(3) Tax Collector's Office
(4) Building Inspector's Office
(5) Finance Office
(6) Personnel Director's Office
(7) Clerical (Police Department)
(8) Maintenance/Custodial
(9) Animal Control
(10) Sewer Billing
(11) Police Dispatchers

B. **Water Pollution**

Division

(1) All One Division

C. **Public Works**

Divisions

(1) Highway
(2) Recycling
(3) Fleet Maintenance Division

D. **Parks and Recreation**

Division

(1) All One Division

24.6 Employees at the Department of Public Works shall maintain two seniority dates. One shall be the date they started working for the department and the other shall be the date they started working in the division. The date they started working in the division shall be used in all instances as defined in Section 4 of this article, with the exception of layoff and recall.

24.7 Employees at the Department of Town Hall shall maintain departmental seniority; however, division seniority shall apply in all instances as defined in Section 4 of this article, with the exception of layoff and recall.

24.8 The Town agrees to post all new and vacant positions on all department bulletin boards for a period of five (5) working days. Employees will be awarded the bid in the following manner:

(a) First, the most senior bidder from within the division;

(b) Second, the most senior bidder from within the department;

(c) Third, the most qualified senior bidder from any department;

(d) Where bidders are all temporary employees, the date of hire shall be used for purposes of awarding the bid to the senior temporary employee;

(e) The successful bidder shall be placed in the position within forty-five (45) days after the close of the bid. All temporary/permanent, vacant positions shall be posted within thirty (30) calendar days of the vacancy. Employees shall be granted a thirty (30) working day trial period in the position. After ten (10) working days, a performance evaluation of said employee shall be done and given to the Union and the employee. If it is proved that the employee cannot perform the job, the employee will be returned to his/her former position no earlier than the 20th working day of the trial period and no later than the day after the expiration of the trial period.

(f) Any employee notified that he/she is the senior bidder to fill a posted position must respond by the end of the next business day as to acceptance or non- acceptance of the position or It will be offered to the next senior bidder;

(g) A vacancy will exist when there is a budget appropriation for the position and when no person holds or claims to hold the position, provided, however, that if the Town desires not to fill a vacancy, they must negotiate with the Union. The Town further agrees that all permanent employees will be considered for a new or vacant position (other than a temporary vacancy) before any temporary employees regardless of their divisional or departmental seniority;

(h) In the event of a layoff, the Town wide seniority (24.1) clause will be in effect and employees will be laid off in the following manner:

(1) Probationary Employees
(2) Temporary Employees
(3) Permanent Employees

(i) Any temporary employee who bids into a permanent position must stay in that position for a minimum of nine (9) months before bidding on any other positions, but said temporary employee will have the right once during the above stated initial nine (9) month period to sign into another permanent position.

24.9 All postings shall designate the position, classification, shift, work location, assignment and the rate of pay for the job.

24.10 There will be no restrictions for temporary employees to move within a division.

Employees may bid on temporary vacancies for upgrade purposes only, outside their division. One move will be authorized for pay upgrade.

A temporary non-Union employee cannot bid into the Water Pollution Department if someone on the hiring list has an Operator's License from the State of Rhode Island.

24.11 Should a grievance arise over the application of the seniority rule, the grievance procedure shall be applicable.

24.12 Seniority shall be broken for the following reasons only:

a. When an employee has been discharged for just cause;

b. When an employee voluntarily terminates his employment;

c. When an employee retires;

d. When an employee fails to notify his Employer of his absence from work for three consecutive days or more except for extenuating circumstances;

e. When an employee fails to renew or return from a leave of absence;

f. When an employee is laid off in excess of three (3) consecutive years;

g. When an employee fails to respond to a recall notice within fourteen (14) days of notification.

24.13 Whenever layoffs become necessary, employees will be laid off on the basis, of their seniority and those with the least seniority shall be laid off first. Layoffs shall take place in accordance with the following procedure:

FIRST: Employees affected by layoff will first exercise their seniority rights within their classification and within their division.

SECOND: Within any classification within their division.

THIRD: Within their classification within their department.

FOURTH: Within any classification within their department.

Finally, employees at the Department of Public Works, Water Pollution Control Facility, Civic Center or the Town Hall will be allowed to bump outside of their department provided they are qualified for and capable of performing the job. If there is a question over the employee's ability to perform a job within their department or division then the employee shall be granted a twenty (20) working day trial period in the position. If it is proven that the employee cannot perform the job after this twenty (20) day trial period, then said employee will be placed on layoff. Qualified employees will be given a five (5) working day time period in which to demonstrate they are capable of performing a job outside of their department before being placed on layoff.

24.14 A permanent employee shall be entitled to two (2) weeks' notice before layoff.

24.15 Whenever it becomes necessary to increase the work force, laid off employees shall be recalled in inverse order of their seniority before any new employee is hired, provided that the employee who is recalled can perform the job that he is called to. Employees will be given a twenty (20) calendar day period to perform the job. If the employee who is recalled is not able to perform the job in a satisfactory manner, within the twenty (20) calendar day trial period then the employee will be placed back on layoff and the next senior employee would be given the same opportunity. If it is determined that the employee will need a twenty (20) calendar day trial period then Section 16 of this article shall be waived.

24.16 Employees will be guaranteed at least two months of employment before being recalled and may refuse said recall without jeopardizing any of their recall rights under the contract if it is less than two months.

24.17 If an employee bumps into or is recalled to a position outside their department regardless of the rate of pay, he/she shall retain the right to return to the position they were originally laid off from, if available, for a period of three (3) years from their original date of layoff. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall without jeopardizing their right to collect unemployment compensation. The Town shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are capable of performing the work and are willing to be recalled to said classification.

24.18 Recalled employees shall be notified by the Town by certified or registered mail with a copy to the Union. The employee shall have fourteen (14) calendar days subsequent to the date on which the Town mailed the recall notice by certified mail to notify the Town of his/her Intention. The Town shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail. It will be the responsibility of the employee to provide the Town with his/her latest mailing address.

24.19 Seniority shall accumulate during periods of layoff to a maximum of three (3) years.

24.20 For the purpose of this agreement, job abolishment's shall be considered as a layoff.

24.21 When an individual truck driver is needed to work in the division of Highway, then the employee from within the division shall be given the first opportunity to drive the trucks if they possess the proper R. I. License.

24.22 Employees from the division of Highway and Recycling ~~and/or Sanitation~~ may be required to help in the performance of work in each other's division during a week in which a holiday falls or during an emergency (as herein defined). The term "in case of emergency" in Article 24 shall not be construed to apply to:

(a) The normal period of time of any employee's vacation period;

(b) Vacancy caused by the retirement of any employee. The term "in case of emergency" in Article 24, Section 22 shall be construed to mean and include natural disasters such as hurricanes, earthquakes, floods, snow storms, etc. It shall also include a situation where an employee reports out sick or injured and is not absent more than ten (10) working days. In

those situations classed as "in case of emergency" the Town may use employees of the Highway Division. In situations above classed as not being "in case of emergency" the Town may not use employees of the Highway Division.

24.23 All employees from the Department of Public Works and/or Recycling will be allowed to bid for, and be awarded based upon departmental seniority, any future vacancy for the position of Foreman, Secretary and DPS-Highway/Parks at the Department of Public Works.

ARTICLE 25
CLASSIFICATION AND PAY PLAN

25.1 The Employer agrees to review with the Union any and all changes which may be proposed by the Employer or the Union to the classification system or pay plan affecting the employees covered by this agreement.

25.2 The complete classification plan shall be so arranged that all positions that are substantially similar with respect to authority, responsibility and character of work are included within the same class and that the same pay schedules can be made to apply with equity under like working conditions. The class titles so established shall be used in all areas covered by this contract.

25.3 In arriving at the rate of pay for each classification, consideration may be given to prevailing rates of comparable service in private business and the current cost of living within the area.

25.4 All current job descriptions will be agreed to between the parties.

ARTICLE 26
RULES GOVERNING WORKING CONDITIONS

26.1 The departments may establish mutually satisfactory rules governing working conditions not specifically covered by this contract.

26.2 Any new rules or safety regulations shall be posted on departmental bulletin boards.

26.3 Locks will be provided so that employees of the Town Hall will have exclusive use of a toilet facility.

26.4 No employee shall be required to perform any typing duties or other related matters for any special committee unless authorized to do so by the Town Manager.

26.5 Employees at the Water Pollution Facility shall have first preference on operating the pay loader, if they are qualified pursuant to a previously established list of qualified personnel. Said list will be updated on an annual basis.

ARTICLE 27
HEALTH AND WELFARE

27.1 Effective July 1, 2014, Members of the Municipal Union shall be offered and shall select one of two alternative HealthMate Coast-to-Coast insurance benefit plans attached hereto as Exhibit A (hereinafter the "$500 Deductible Health Plan"), and Exhibit B (hereinafter the "HSA Plan').

27.2 Effective July 1, 2014, health insurance benefits for Members who retire shall be as follows:

A) No employee who is retired shall be eligible to receive health care benefits unless and until such employee is eligible to receive his or her pension.

B) Upon achieving eligibility for health care benefits, a retired employee shall receive the same health care benefit as such employee was receiving immediately prior to retirement.

C) The Town's obligation hereunder to provide health care benefits to each retiree shall be suspended if the retiree is receiving the same health care coverage as an employee of some employer other than the Town, and shall cease when the retiree becomes eligible for Medicare. In the latter case, the Town shall provide to each retiree a supplement to Medicare in the form of Plan 65 or its equivalent.

D) The parties agree that any Member who retires on the $500 Deductible Health Plan will contribute four percent (4%) of his/her annual retirement benefit toward health insurance.

E) The Town will provide Delta Dental Levels I, II, III, and IV as currently provided.

27.3 Effective July 1, 2010, the Town shall pay the sum of $150.00 per employee annually, payable no later than July 30, to the Union for the purpose of establishing a Group Life Insurance Policy. The Union holds the Town harmless for any administrative errors.

27.4 Any employee hired after March 1, 1980 shall not have double coverage under the health insurance plan provided by the Town where both husband and wife work for the Town.

27.5 Notwithstanding anything herein to the contrary, effective upon execution hereof by both parties through and including the Town's financial year ending 2019, employees making less than $50,000 in base salary shall increase their medical co-share to Seventeen Percent (17%) of the working rate established by the health plan administrator from time to time, and employees making $50,000 or more in base salary shall increase their medical co-share to Twenty Percent (20%) of the working rate established by the health plan administrator from time to time.

27.6 For the $500 Deductible Health Plan, family coverage co-share amounts are capped at $65.00/week for employees making less than $50,000 in base salary and capped at $75.00/week for employees making $50,000 or more in base salary.

ARTICLE 28
DISCIPLINE, DISCHARGE AND SUSPENSION

28.1 The Employer shall have the unquestioned right to discharge any new employee during said employee's probationary period of ninety (90) days.

28.2 With respect to employees who have established their seniority, suspension, discharge or discipline of any such employee may be made only for just cause and in accordance with the following provisions:

(a) If a supervisor has reason to reprimand an employee, it shall be done in a private manner and shall not be done in the presence of other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of one year, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel records. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entry in his personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee upon his request and also be disclosed to the employee's union representative with permission from the employee. The Town agrees with the concept of progressive discipline and further agrees that where appropriate, disciplinary action or measures shall include only the following and may result in any of the following measures depending upon the facts and the circumstances of the particular case:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge
5. Demotion where appropriate

28.3 All charges against an employee pertaining to discharge shall be made in writing and signed by the person making the charge, with one copy of such charges filed with the Employer and the Union and a third copy to the employee against whom the charges have been made. Such charges against an employee shall be presented prior to any action being taken.

28.4 In the event the Employer suspends, disciplines or discharges any employee as a result of such charges, the Local Union Representative shall immediately be notified in writing and the matter shall immediately be referred to the third step of the grievance procedure.

28.5 In the event the employee is dismissed, demoted or suspended and such employee appeals such action and his appeal is sustained, he will be restored to his former position and shall be compensated for any contractual losses suffered by such suspension, demotion or dismissal.

28.6 No hearing shall be public except by mutual agreement of the Employer, the Union and the employee involved.

28.7 The employee shall be represented by the Union, and the Union shall have the right to designate counsel to represent it and the employee. In a like manner, the Employer and the person filing the charges shall have the right to retain counsel.

28.8 The employee may not be suspended in excess of twenty (20) days in any twelve (12) month period.

28.9 A decision in writing shall be forthcoming within five (5) calendar days after the termination of the hearing. A copy of such decision shall be immediately furnished to the Union and to the employee involved, by certified mail, return receipt requested.

28.10 To avoid arbitrary firings when a department head is not satisfied with the performance of work of an employee, the employee shall first be counseled in the presence of his Union representative in order to help him improve the employee's performance of work.

28.11 In the event the Union feels that the decision of the Employer is an improper one, it shall have the right to refer the matter to arbitration. The arbitrator shall have the right to determine the amount of retroactive pay, if any, the employee is due in the event he overrules the Employer's decision with respect to suspension, discharge or discipline.

ARTICLE 29
GRIEVANCE PROCEDURE

29.1 The purpose of the grievance procedure shall be to settle grievances of the employees in the bargaining unit, including problems concerning working conditions on as low a level as possible and as quickly as possible so as to insure efficiency of the department's operation and to promote employee morale.

29.2 The term grievance means any difference or dispute between the Town and the Union or between the Town and any employee with respect to the interpretation, application or violation of any of the provisions of this agreement.

29.3 Any employee covered by this agreement who has a grievance must submit the grievance in writing within ten (10) working days of the occurrence of the grievance or it shall not be considered a grievance under the terms of this agreement.

29.4 There shall be a grievance procedure as follows:

STEP 1: The employee involved, with his Union Steward or Representative, shall discuss the grievance with the Department Head who shall render a written decision to the aggrieved within twenty-four (24) hours of the meeting, excluding non- working days.

STEP 2: If the grievance is riot resolved according to Step 1 above, it shall be submitted to the Personnel Director or Town Manager's designee who shall meet with the Union within three (3) workdays of the Union's request to conduct a hearing on the grievance. The Personnel Director or Town Manager's designee shall render a decision to the Union within three (3) days of the meeting.

STEP 3: If the grievance is not resolved according to Step 2 above, the aggrieved and the Union shall have ten (10) working days following the Personnel Director's or Town Manager's designee's decision to request a hearing before the Town Manager. The Town Manager or his designee shall meet with the Union within five (5) days of the Union's request to conduct a hearing on the grievance. The Town Manager or his designee shall render a decision in writing within five (5) days of the hearing.

29.5 If the grievance is still unresolved, either party may within fifteen (15) days after the reply of the Employer is due, by written notice to the other, request arbitration.

29.6 Union Stewards and Officers, not to exceed two (2) in number, shall be granted reasonable time off during working hours to investigate and seek settlement of grievances, without loss of pay.

29.7 Aggrieved Union employees shall be granted the right to Union representation during the course of the grievance procedure.

ARTICLE 30
ARBITRATION

30.1 The arbitration proceedings shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, either party may submit the matter to the American Arbitration Association or the Labor Relations Connection for final determination. The parties further agree that the fees and expenses of the arbitrator shall be borne equally by the parties.

30.2 It is hereby specifically agreed by and between the Employer and the Union that any and all settlements of grievances, disputes or differences settled between the parties, or as determined by an arbitrator, whichever is applicable, shall be final and binding upon the parties herein concerned.

ARTICLE 31
COMPENSATION FOR CLOTHING

31.1 Employees at the Water Pollution Facility, Public Works Department, and the Civic Center shall receive five (5) complete uniforms per week and the Town will assume the cost of maintenance and cleaning. In addition, employees shall be provided with a safety shoe stipend of $120 per year.

31.2 Dispatchers and Animal Control Officers in the Police Department who are members of this bargaining unit shall receive an annual clothing allowance of five hundred dollars ($500) each year, after one year of service and as provided by the Chief of Police in accordance with their duties. The Town will provide the initial dispatcher uniform consisting of a badge, 2 pants, 2 short-sleeve shirts and 2 long-sleeve shirts. Allowance will be paid in April of each year. The first year will be pro-rated in accordance with the actual number of months worked.

31.3 The Town shall provide ample foul weather clothing when needed. All foul weather clothing remains the property of the Town. Upon separation from service, the employee must return all items other than those worn out through normal use.

31.4 The Town shall allocate (in a quartermaster type system), for each employee of the Department of Public Works and Parks Department, as well as Police Maintenance personnel and Town Hall Maintenance personnel, an amount not to exceed $500.00 for uniforms. The D.P.W. Director and the union shall consult on appropriate clothing, and management shall have final approval (Fleet Maintenance not included).

ARTICLE 32
PENSION

32.1 Effective upon execution hereof by both parties, contributions to the Pension Plan for all current and future members shall increase from a rate of Nine Percent (9%) of each employee's annual gross earnings, to a rate of Eleven Percent (11%) of each employee's annual gross earnings.

32.2 Effective July 1, 2014 and thereafter, a member's retirement benefit will accrue at an annual rate of Two and Four-Tenths Percent (2.40%) for each year of service until retirement. Service prior to July 1, 2014 shall have accrued at a rate of Two and Five-Tenths Percent (2.5%).

32.3 Effective July 1, 2014 and thereafter, an eligible member's retirement benefit shall be calculated based upon the average of the member's last ten (10) years of gross earnings.

32.4 Effective July 1, 2014, members of the Union may retire with unreduced benefits upon the attainment of age 62 and completion of twelve (12) years of service, or the completion of twenty-five (25) years of service regardless of age.

32.5 Effective July 1, 2014, any member hired from and after July 1, 2014 who completes twenty-five (25) years of service but who has not reached the requisite age of 55, may retire, however, that member shall not be eligible to receive his or her pension until Fifty-Five (55) years of age.

32.6 The Employer agrees to provide a partial disability pension that would allow employees with less than total and permanent occupational injury to collect a pension equal to two percent (2%) of his/her pay times the number of years of service. In order to qualify for this pension, the injury must be an on-the-job injury, the employee must settle his or her claim with the Workers' Compensation carrier and the employee must terminate his or her employment with the Town. This partial disability pension would accrue to the employee regardless of the number of years of service.

32.7 The Employer agrees to provide a partial ordinary disability pension after vesting in the pension plan, which would allow employees with less than total and permanent non-occupational injury to collect a pension equal to two percent (2%) of his/her pay times the number of years of service. Health insurance will be provided until age 65.

32.8 The Town shall provide a survivor's benefit option to all employees who are members of the Pension Plan. This option shall automatically vest after ten years of service, unless the employee chooses otherwise. The actual benefit shall be calculated in the same manner as the existing benefit.

32.9 Commencing March 1, 1988, the Town agrees that any employee who terminates other than for just cause may repurchase his previous pension time upon re-employment by the Town.

32.10 The Town will provide, at no additional cost to the employee, the same joint and survivor annuitant benefit as the Police, i.e. one hundred percent (100%) to employee and sixty-seven and one-half percent (67½%) to a surviving annuitant and without a reduction in retirement entitlements.

32.11 Effective July 1, 2014 and thereafter, the annual cost-of-living adjustment ("COLA") due on each retired employee's pension benefit shall be suspended for a period of Five (5) years commencing on each retired employee's retirement date. When it resumes, the COLA shall be calculated at an annual rate of Two Percent (2%) compounding annually for the succeeding Fifteen (15) years.

32.12 Spouse/Family Benefits: When an Employee is killed while on duty.

In the event an employee of the Town of West Warwick is killed in the line of duty, the following benefits, in addition to any life insurance, State or Federal payments and benefits, shall be provided to the employee's family:

1. If the employee is married or unmarried with children, the family shall receive sixty-five percent (65%) of the employee's annual base salary as defined in Article XVI, Section I (B),* until the children reach the age of eighteen (18), or until the children reach the age of twenty-three (23) while attending college. Full family medical and dental coverage shall be provided during this time. Once all of the employee's children reach the age of eighteen (18), or twenty-three (23) if attending college, the spouse of the employee shall receive fifty percent (50%) of the employee's salary. Medical and dental benefits shall be supplied to the surviving spouse until the age of sixty-five (65), or until the spouse remarries, or until covered by a Federal program.

2. If the employee is married without children, the employee's spouse shall receive fifty percent (50%) of the employee's annual base salary as defined in Article XVI, Section 1(B). It is further understood by both parties that the pension afforded to the spouse, as defined above, will be based on the employee's salary at the time of his/her death and said pension shall be consistent with what is known as a normal pension as opposed to a disability pension. The employee's spouse shall receive medical and dental benefits until the age of sixty-five (65), until the spouse remarries, or until covered under a Federal program.

3. The spouse will be entitled to the Cost-of-Living provisions of the respective union contract.

4. In the event that the employee is required to pay a co-payment for benefits, individuals receiving the above benefits may also be required to provide for the co-payment.

32.13 Spouse/Family Benefits: When a Vested Employee Dies While Off-Duty.

In the event an employee dies while not in the performance of his/her duty as defined in Article V Section. 14, and said death is not considered to be job related, then the following benefits, in addition to any life Insurance, State or Federal payments and benefits, shall be provided to the employee's family:

1. If the pension vested employee is married or unmarried with children, the family shall receive the percentage of the employee's annual base salary as defined in Article XVI, Section 1(13). It is further understood by both parties that the pension afforded to the spouse, as defined above, will be based on the employee's salary at the time of his/her death and said pension shall be consistent with what is known as a normal pension as opposed to a disability pension. Said payment shall continue until the children reach the age of eighteen (18), or until the children reach the age of twenty-three (23) while attending college. Full family medical and dental coverage shall be provided during this time. Once all of the employee's children reach the age of eighteen (18), or twenty-three (23) if attending college, the spouse of the employee shall receive fifty percent (50%) of the employee's salary. Medical and dental benefits shall be supplied to the surviving spouse until the age of sixty-five (65), or until the spouse remarries, or until covered by a Federal program.

2. If the employee is married without children, the employee's spouse shall receive fifty percent (50%) of the percentage of the employee's annual base salary as defined in Article XVI, Section 1 (B). It is further understood by both parties that the pension afforded to the spouse, as defined above, will be based on the employee's salary at the time of his/her death and said pension shall be consistent with what is known as a normal pension as opposed to a disability pension. The employee's spouse shall receive medical and dental benefits until the age of sixty-five (65), until the spouse remarries, or until covered under a Federal program.

3. The spouse will be entitled to the Cost-of-Living provisions of the respective union contract.

4. In the event that the employee is required to pay a co-payment for benefits, individuals receiving the above benefits may also be required to provide for the co-payment.

ARTICLE 33
MANAGEMENT RIGHTS

33.1 The Employer retains the right to carry out its statutory mandate and assign goals utilizing personnel, methods and means in the most appropriate and efficient manner possible. Except as expressly modified or restricted by provisions of this agreement, all statutory or managerial rights are retained and vested exclusively in the Town. The Town may, at its discretion, take whatever actions necessary to determine, manage and fulfill the mission of the Town and direct the Town employees, not in conflict with this agreement. Failure to exercise particular rights shall not be considered a waiver of that right.

33.2 Manage its employees, to hire, promote, transfer, assign or retain employees and in that regard, establish reasonable work rules, not contrary to this contract. Furthermore, the Town

reserves the right to offer cross training to all interested staff within a particular department. This training will not be used to preclude overtime or to catch up on excess work during busy times.

33.3 Suspend, demote, discharge or take other appropriate disciplinary action against any employee for just cause, to transfer any employee to less arduous duties or order his retirement for reasons due to a disability or layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive, not contrary to this contract.

ARTICLE 34
DRUG POLICY

34.1 The Town's Controlled Substances and Alcohol Testing Policy is attached hereto as Exhibit D and incorporated herein by reference.

34.2 It is agreed by both parties that any employee who is out of work on a previously authorized scheduled day off (vacation, personal, sick, family sick, TDI, Workers' Compensation or FMLA) will not be required to undergo any random testing until that person returned to work and has been selected for testing.

ARTICLE 35
FLEX-TIME SCHEDULE

35.1 The Union agrees that the Town may institute a Flex-time Schedule at the Town Hall if there is a sufficient number of bargaining unit employees who volunteer to work a flextime schedule. The Town will determine what divisions within the department of the Town Hall should be open and the number of employees needed in order to serve the needs of the Town.

35.2 Employees will be offered the opportunity to work a flextime schedule on a voluntary basis and in accordance with the seniority article of this agreement. No employee will be required to work a flextime schedule if there are an insufficient number of volunteers to work in any one of the scheduled divisions. Employees volunteering to work a flextime schedule shall be committed to remain on that schedule for a period not to exceed six months.

35.3 Employees working a flextime schedule may be required to open or close the Town Hall as part of the schedule and with proper security being provided by the Town. The Town will provide proper supervision during all hours that the flextime schedule is in effect. If the Town determines that the flextime schedule does not warrant continuation, it may cancel the schedule with a thirty (30) days advance notice to the Union.

35.4 Absence for any reason by a person scheduled to work a flextime schedule shall be filled in accordance with the overtime article of this contract on a voluntary basis. No employee shall be required to work a flextime schedule to fill-in for an absent employee during the hours that are considered flextime. The Town may, however, use non-bargaining unit supervisors to cover if there are no bargaining unit employees who volunteer to work.

ARTICLE 36
EDUCATIONAL COMPENSATION

36.1 The Town agrees to pay the full tuition costs (including books and lab fees) for members of the bargaining unit who enroll, with Personnel Director approval, in courses that are related to the function of the respective department in which the member is employed, provided, however, that the employee first passes the course and can substantiate said passing grade for the course taken. An employee's request for reimbursement for tuition costs must be submitted within thirty (30) days of the notification of successful completion of any courses taken. The Town will pay for certification renewal fees for employees at the Waste Water Treatment Facility when said certification is required for the job.

ARTICLE 37
SPECIAL PROVISIONS

37.1 The following positions will require a valid CDL License:

Public Works Department
Foreman/Driver
Highway Driver
Driver/Collector
Equipment Operator
Water Pollution Control Facility
Chief of Maintenance
Maintenance Personnel

All employees hired for the above positions in the Public Works Department must possess and maintain a CDL License as a condition of employment with the Town except for the following reasons:

a. Certification from a qualified physician that the person cannot medically maintain a CDL,

b. Except as provided in the separate Town Drug and Alcohol Policy.

The CDL Licensing requirement shall be waived for current employees who are unable to obtain a CDL License, but are currently holding a position that now requires a CDL License. Waiving of CDL requirement applies to current positions only.

The Town agrees to pay for the cost of CDL Licensing, renewals and required classes. Additionally, the Town will allow employees time off to attend classes and testing for valid CDL Licensing and required courses to maintain licensing.

37.2 The parties hereby agree that if significant changes in Sanitation or Highway occur during the life of this contract such as significant changes in recycling or the transfer station is built, this issue shall be an immediate subject of negotiations. This will include, working

conditions, assignment of personnel & wages. No layoffs will occur due to restructuring of sanitation & recycling without prior negotiations between the Town and the Union.

37.3 All employees who were hired prior to July 1, 2006 and who hold the position of driver currently or in the future in the Public Works Department will have the option whether to receive an additional $.50 per hour to assist the laborers in the day to day operations of the job as needed.

37.4 Drivers will not be made to labor in any other circumstances other than to help their laborers and they will not be forced to labor or replace a laborer.

ARTICLE 38
EMERGENCY POWERS

38.1 The parties agree that the Town Manager, as Chief Executive of the Town, may declare a state of emergency in the event of any natural or man-made disasters which are disruptive to the ability of the Town to perform its services or which cause substantial inconvenience to the citizens of the Town. In such cases, the Town Manager shall have the authority to assign Town employees from whatever department or division he deems appropriate to address the situation. Any employee so assigned shall be paid whatever premiums apply under the terms of this agreement for all hours worked. In addition, in the event the Town is unable to secure the assistance necessary to address the emergency situation, the Town may hire temporary employees or contract out services as necessary, on a temporary basis, until the emergency is over.

ARTICLE 39
TASK GROUPS

39.1 The Town Manager, as Chief Executive of the Town, may, in his discretion, appoint interdepartmental Task Groups to study issues and problems and report directly to him their findings and recommendations. Determination of employees to serve on such Task Groups shall be at the discretion of the Town Manager. Service on such Task Groups shall be without loss of pay to the employees, and will be on a voluntary basis. Decisions regarding the appointment to or removal of any employee from such a Task Group are not subject to the grievance procedure outlined in Article 30.

ARTICLE 40
STRIKES AND LOCKOUTS

40.1 The Union will not cause, call or sanction any strike, work stoppage or slow down, nor will the Employer lock out his employees during the term of this agreement.

ARTICLE 41
SAVING CLAUSE

41.1 If any portion of this contract shall be found to be inconsistent with the law, such portion shall be ineffective and the remainder of the agreement shall remain in full force and effect.

ARTICLE 42
NON-PERFORMANCE OF BARGAINING UNIT WORK

42.1 No person outside the bargaining unit shall perform work normally done by employees in the bargaining unit, except in the cases of emergency. Nothing in this section shall be construed so as to prohibit any person or organization from volunteering time or services for the betterment of the Town. Notwithstanding the above, no person or volunteers shall be used to perform bargaining unit work while employees who perform said work are on layoff. Whenever possible, the union will be notified in advance of volunteers working in the bargaining unit's jurisdiction.

42.2 (a) The Town of West Warwick and AFSCME, Local 2045 agree that all employees at the Wastewater Treatment Facility will remain employees of the Town of West Warwick and the Wastewater Treatment Facility regardless of the status of the facility, be it sold, privatized or become a separate entity, except as may be mutually agreed to by the Town and the Union.

(b) All employees covered by the collective bargaining agreement will remain part of AFSCME, Council 94, Local 2045 and be eligible for all benefits pursuant thereto.

42.3 Notwithstanding the above, the Union acknowledges that Department Heads may assist in performing limited bargaining unit duties (i.e., those duties that require immediate attention only) in the limited circumstance when an unscheduled sick day or schedule vacation day(s) in an office, where no other union member in said office is capable of and/or available to perform the duties of the union member(s) who is(are) absent, could result in a negative impact to the West Warwick citizens and general public doing business with the Town. In these circumstances, the Union shall be notified that the Department Head will be performing these duties.

ARTICLE 43
SALARY SCHEDULE

WAGES

POLICE DEPARTMENT CIVILIAN	7/1/2014
CLERK III	$752.03
ADMINISTRATIVE ASSISTANT	$791.77
ANIMAL CONTROL OFFICER	$812.79
MAINTENANCE	$838.47
DISPATCHER	$734.78
SENIOR DISPATCHER	$771.52
SECRETARY	$808.94
RECORDS CLERK	$785.22

Senior dispatcher classification is all dispatchers with over 24 months of service and the satisfactory completion and current certification of the following courses: A.P.C.O. or Power Phone, First Aid, C.P.R., N.C.I.C. Training and Domestic Violence Training. The pay will be

5% higher than that of dispatchers.

TOWN HALL	7/1/2014
CLERK III	$752.03
CLERK STENO	$731.08
PAYROLL SUPERVISOR	$752.03
DEPUTY FINANCE DIRECTOR	$1,011.00
DEPUTY TAX ASSESSOR	$785.22
DEPUTY TAX COLLECTOR	$785.22
ADMINISTRATIVE CLERK	$765.27
DEPUTY TOWN CLERK	$785.22
PERSONNEL ASSISTANT	$808.94
MAINTENANCE	$775.64
SECRETARY	$731.08
LEAD FINANCE CLERK	$785.22

WATER POLLUTION	7/1/2014
OPERATOR I	$838.91
OPERATOR II	$838.91
COMPOST TECHNICIAN	$855.62
MAINTENANCE	$838.91
CHIEF OF MAINTENANCE	$901.18
CHIEF OPERATOR	$901.18
LAB TECHNICIAN	$897.72
ASSISTANT ELECTRICIAN	$883.17
SECRETARY	$808.94
UTILITY WORKER	$867.19
CLERK III	$752.03

All employees who obtain a Grade II Certification shall receive an additional $10.00 per week. Operators assigned to compost who obtain a heavy equipment license shall receive an additional $10.00 per week.

PUBLIC WORKS	7/1/2014
LABORER	$791.84
DRIVER	$808.94
SECRETARY	$808.94
DRIVER/COLLECTOR	$828.20
MASON	$849.14
EQUIPMENT OPERATOR	$877.21
DRIVER FOREMAN	$880.11
LABORER/PARKS MAINTENANCE	$791.84
MECHANIC	$882.95
MECHANIC*	$1,100.25

All employees who operate the Vactor Jet shall receive $2.00 per day. This is in addition to other upgrades received.

All employees who operate the Sweeper shall receive $2.00 per day, except the equipment operator.

PARKS AND RECREATION	7/1/2014
SECRETARY	$808.94
SUPERVISOR	$839.05
MAINTENANCE	$838.91

All employees required to train other employees shall receive an extra one dollar ($1.00) per hour for all hours that they trained.

ARTICLE 44
LONGEVITY

4 years to less than 8 years	5%
8 years to less than 12 years	6.5%
12 years to less than 16 years	7.5%
16 years to less than 20 years	9.5%
20 years and over	11.5%

Longevity shall be calculated based upon each employee's date of hire and completed years and shall be paid in November of each year. The first longevity payment or step increase shall be from such employee's anniversary date forward. By way of example only, if an employee's anniversary date is October 1, and the employee is due a step increase, the employee's longevity payment will be based upon the prior step for the months of July to September and upon the step increase for the succeeding period of October to June.

Any employee who receives a longevity payment and terminates employment with the Town prior to June 30, 2014, shall reimburse the Town to the extent any longevity payment so received was based upon time not actually served.

If the employee serves any portion of the previous fiscal year in a "no pay" status, the longevity will be pro-rated with the exception of maternity leave and military service and workers' compensation.

ARTICLE 45
ENTIRE AGREEMENT

45.1 This is the entire agreement of the parties and cannot be added to, subtracted from or amended in any way except with the express approval of the Town Council as required by Charter. This provision is not intended to abolish "past practices," as that the Rhode Island Supreme Court has defined term, nor written agreements executed between the parties hereafter with approval of the Town Council.

ARTICLE 46
TERMINATION OF THE AGREEMENT

46.1 Subject to enactment of appropriate legislation by the Rhode Island General Assembly authorizing collective bargaining agreements with a duration of five years, this Agreement shall be for a period of five (5) years, commencing July 1, 2014 and ending June 30, 2019. In the event the General Assembly does not enact such legislation, this Agreement shall be for a period of three (3) years commencing July 1, 2014 and ending June 30, 2017.

46.2 In the event the parties hereto enter into a five (5) year collective bargaining agreement for the period commencing July 1, 2014 through June 30, 2019, then in such event, during fiscal year 2017 to 2018, this Agreement shall be reopened for the final two (2) years of such five (5) year collective bargaining agreement with respect to wages and overtime in light of the Town's then fiscal condition and the health of the Pension Plan.

46.3 This contract shall remain in full force and effect during the period of negotiations or until a successor agreement is reached.

IN WITNESS WHEREOF, the parties have set their hands this 13th day of June, 2014.

R.I. COUNCIL 94, AFSCME

Staff Representative

LOCAL 2045

President

TOWN OF WEST WARWICK

Town Council Representative

Town Manager

EXHIBIT A

($500 deductible plan summary to be attached)

EXHIBIT B

(HSA plan summary to be attached)

100/80 500 Coinsurance Plan

Understanding Your Benefits

Deductibles

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

- *$500 per individual plan; $1,000 per family plan in network**
- *$500 per individual plan; $1,000 per family plan out of network**

Out-of-pocket Limits

To protect you from very high costs, your plan limits how much you could pay out of pocket for healthcare services. The following is the most you would pay for deductibles and coinsurance each year:

- *$4,000 per individual plan; $8,000 per family plan out of network**

Please note:

The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

** 2 family members must meet the individual amount.*

What's Covered	What You Pay
Preventive Care ▪ Adult preventive care ▪ Child preventive care ▪ Immunizations	$0 in network $15 plus 20% per visit after deductible out of network
▪ Preventive and diagnostic lab, X-ray, and imaging	$0 in network 20% per visit after deductible after deductible out of network
Primary Care Office Visits ▪ Adult primary care ▪ Adult gynecological exam ▪ Pediatric primary care	$15 per visit in network $15 plus 20% per visit after deductible out of network
Specialist Office Visits ▪ Specialty care ▪ Chiropractic (limit 12 visits per year) ▪ Routine eye exam (limit 1 visit per year)	$25 per visit in network $25 plus 20% per visit after deductible out of network
Outpatient Services ▪ Medical/surgical care	0% per visit after deductible in network 20% per visit after deductible out of network
▪ High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)	0% per visit in network 20% per visit after deductible out of network
Inpatient Services ▪ Acute care ▪ Maternity ▪ Mental health ▪ Chemical dependency ▪ Rehabilitation (limit 45 days per year)	0% per visit after deductible in network 20% per visit after deductible out of network
Emergency Services ▪ Hospital emergency care	$100 per visit in network $100 per visit out of network
Ambulance	$50 per occurrence in network $50 per occurrence out of network

continued

What's Covered	What You Pay
Urgent Care Center	$25 per visit in network $25 plus 20% per visit after deductible out of network
Durable Medical Equipment	20% per occurrence after deductible in network 20% per occurrence after deductible out of network
Physical/Occupational Therapy ▪ Physical therapy ▪ Occupational therapy ▪ Speech therapy	20% per visit after deductible in network 20% per visit after deductible out of network
Prescription Drugs	$7-Tier 1; $30-Tier 2; $50-Tier 3; $50-Tier 4

Beyond Benefits

When you sign in to your member page on **BCBSRI.com**, you have useful plan and wellness information at your fingertips.

Manage your plan:

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible.

Get healthy:

- Read about thousands of health topics in the Health Center.
- Learn how you can get the guaranteed lowest rate on gym memberships, as well as free one-week trial memberships.
- Access our Blue365℠ wellness information and discount program.

Need help?

Call Customer Service:

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TDD: 1-888-252-5051

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

Blue Cross Blue Shield of Rhode Island

www.bcbsri.com

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 our Customer Service Department. 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 license of the Blue Cross and Blue Shield Association

03/13 CUST-1275

BlueSolutions
Your plan. Your health. Your future.

Blue Cross Blue Shield of Rhode Island

2000/4000 Deductible Plan

Understanding Your Benefits

Deductibles

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

- *$2,000 per individual plan; $4,000 per family plan in network*
- *$2,000 per individual plan; $4,000 per family plan out of network*

Out-of-pocket Limits

To protect you from very high costs, your plan limits how much you could pay out of pocket for healthcare services. The following is the most you would pay for deductibles and coinsurance each year:

- *$2,000 per individual plan; $4,000 per family plan in network*
- *$4,000 per individual plan; $8,000 per family plan out of network*

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
Preventive Care	
▪ Adult preventive care	0% in network
▪ Child preventive care	40% per visit after deductible out of network
▪ Immunizations	
Primary Care Office Visits	
▪ Adult primary care	0% per visit after deductible in network
▪ Adult gynecological exam	40% per visit after deductible out of network
▪ Pediatric primary care	
Specialist Office Visits	
▪ Specialty care	
▪ Chiropractic (limit 12 visits per year)	0% per visit after deductible in network
▪ Routine eye exam (limit 1 visit per year)	40% per visit after deductible out of network
Outpatient Services	
▪ Medical/surgical care	
▪ Diagnostic lab, X-ray and imaging	0% per visit after deductible in network
▪ High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)	40% per visit after deductible out of network
Inpatient Services	
▪ Acute care	
▪ Maternity	0% per visit after deductible in network
▪ Mental health	40% per visit after deductible out of network
▪ Chemical dependency	
▪ Rehabilitation (limit 45 days per year)	
Emergency Services	0% per visit after deductible in network
▪ Hospital emergency care	0% per visit after deductible out of network
Ambulance	0% per occurence after deductible in network 0% per occurence after deductible out of network

continued

What's Covered	What You Pay
Urgent Care Center	0% per visit after deductible in network 0% per visit after deductible out of network
Durable Medical Equipment	0% per occurence after deductible in network 40% per occurence after deductible out of network
Physical/Occupational Therapy ▪ Physical therapy ▪ Occupational therapy ▪ Speech therapy	0% per visit after deductible in network 40% per visit after deductible out of network
Prescription Drugs	0% after deductible

Beyond Benefits

When you sign in to your member page on **BCBSRI.com**, you have useful plan and wellness information at your fingertips.

Manage your plan:

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible.

Get healthy:

- Read about thousands of health topics in the Health Center.
- Learn how you can get the guaranteed lowest rate on gym memberships, as well as free one-week trial memberships.
- Access our Blue365℠ wellness information and discount program.

Need help?

Call Customer Service:

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TDD: 1-888-252-5051

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Blue Cross Blue Shield of Rhode Island

www.bcbsri.com

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500 Exchange Street • Providence, RI 02903-2699

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03/13 CUST-1275

EXHIBIT C

MEMORANDUM
NEW DISPATCHER SYSTEM

Union members will receive the first opportunity at a dispatcher's position and it will be on full time basis do to job security and safety for the police officers. No temporary basis positions all anion members and non-union members have to go through all of this process.

1. West Warwick aptitude test when going into the position. You need to score _____.
2. BCI and Background check (no criminal record)
3. Psych and Physical Test
4. On the job training
5. If needed off the job training due to Police Chief's recommendation and you need to receive a passing grade for all classes and required training necessary to provide safety for the Police Officers.
6. *Holidays* are *mandatory* when you are scheduled. (Except when you provide documentation from a doctor).
7. Stay in the position for 12 months (go by our contract for all other positions) only dispatchers.
8. Oral interview
9. Six month probation period when on the job training begins (only dispatcher) can't do the job you go back to your last held position.
10. Due to layoffs bumping will occur only when 1, 2, 3, 4, 5, and 8 steps are completed.

When that is agreed upon this take the place of what is in the contract now.

_____, _____ Date Agreed: _____
Police Chief

_____, _____
Local Union President

_____, _____
Town Manager

EXHIBIT D

TOWN OF WEST WARWICK
CONTROLLED SUBSTANCES AND ALCOHOL TESTING MODEL POLICY

DISCIPLINE

The Omnibus Transportation Employee Testing Act of 1991 has been expanded to require all municipal employees except Police and Fire, who are required to hold CDL licenses in the performance of their duties, to submit to drug and alcohol testing.

The Town of West Warwick and AFSCME recognize that the use of illegal drugs and the abuse of alcohol by employees pose a serious threat to the health, safety and welfare of not only the employee of the Town but also its taxpaying citizens. Therefore, it is the policy of the Town of West Warwick that any employee who tests positive for drugs or alcohol use, or refuses testing, as part of the Town's compliance with the Omnibus Transportation Employee Testing Act of 1991) will be:

1. Immediately removed, without pay, from his/her position. Required to attend a drug/alcohol evaluation program conducted by a licensed Substance Abuse Professional. After evaluation and if recommended, the individual will successfully complete the prescribed treatment program. On the first occurrence of positive drug testing, the employee will be allowed to return to his/her driving position only after being cleared by a drug/alcohol counselor and after completing any prescribed treatment, as well as passing additional testing. If the employee is unable to return to his/her former driving position and return to work as outlined above, the employee will fill in behind all other laborers and seniority will not be an issue. All time requirements to meet the prescribed treatment program outlined above will be on an uncompensated basis. No less than 6 tests will be required in the following 12-months period after returning to duty. The results of all evaluation, testing and counseling will be made available to the Department Director. Employee may take vacation or sick time for the period of treatment.

2. If there is a second occurrence, the individual will be immediately removed, without pay, from his/her position and required to attend a drug/alcohol evaluation program conducted by a licensed Substance Abuse Professional. After evaluation and if recommended, the individual will successfully complete the prescribed treatment program. The employee will be allowed to return to his/her driving position only after being cleared by a drug/alcohol counselor and after completing any prescribed treatment, as well as passing additional testing. If the employee is unable to return to his/her former driving position and return to work as outlined above, the employee will fill in behind all other laborers and seniority will not be an issue. All time requirements to meet the prescribed treatment program outlined above will be on an uncompensated basis. No less than 6 tests will be required in the following 12-months period after returning to duty. The results of all evaluation, testing and counseling will be made available to the Department Director.

The employee will also receive a five-day suspension. The number of days of the suspension may not be appealed. For absences other than the period of suspension, the employee may take vacation or sick time for the period of treatment.

3. A third violation will result in the immediate termination of employment without recourse.

4. If any employee of the Department of Public Services, holding a CDL License, is charged with drug or alcohol related offenses while off duty, the employee will be required to inform the Director of Public Services of any alcohol related charges that are pending against the employee as soon as they occur. The employee will then be required to attend a drug/alcohol evaluation program conducted by a licensed Substance Abuse Professional prior to returning to work. After evaluation and only if recommended, the individual will successfully complete the prescribed treatment program. The employee will be allowed to continue his/her employment, retaining a driving position, if the Substance Abuse Professional agrees, or attending the drug/alcohol evaluation program and working as a laborer until the treatment is successfully completed. All time requirements to meet the prescribed treatment program outlined above will be on an uncompensated basis. No less than 1 test will be required in the following 6-month period. The results of all evaluation, testing and counseling will be made available to the Department Director.

A second offence will be treated as outlined immediately above. Upon the third offence, and/or with a conviction resulting in the loss of the driver's license, the individual will be terminated.

SOURCES OF ASSISTANCE AND HELP

Listed below are sources of help and information:

National Clearinghouse for Drug and Alcohol Information
Monday-Friday
1-800-729-6686

The National Federation of Parents for Drug-Free Youth
Monday-Friday
1-900-554-Kids

National Council on Alcoholism
7 days a week, 24 hours a day
1-800-622-2255