AGREEMENT BETWEEN

THE TOWN OF TIVERTON RHODE ISLAND

AND

TEAMSTERS' LOCAL UNION NO. 251

(AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS)

121 BRIGHTRIDGE AVENUE

EAST PROVIDENCE, RHODE ISLAND 02914

JULY 1, 2016 THROUGH JUNE 30, 2019

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DURATION

WHEREAS, it is the desire of both parties hereto to provide a fair and equitable standard of hours, wages and working conditions, and to establish, preserve, and promote harmonious and mutually beneficial relations between the parties, now therefore, in consideration of the mutual promises hereinafter set forth, the Town of Tiverton, hereinafter called the Town, and Teamsters Local Union No. 251, hereinafter called the Union, state that this contract is effective for the period beginning July 1, 2016, and ending June 30, 2019, and agree as follows:

ARTICLE I
RECOGNITION

The Town recognizes the Union as the sole and exclusive collective bargaining agent for all personnel covered by the State of Rhode Island Labor Relations Board by an election held December 19, 1969, which covers as follows: truck drivers, equipment operators and combination truck drivers, warehouse men, helpers and mechanics.

ARTICLE II
MANAGEMENT RIGHTS

1. Except as otherwise expressly and specifically provided in this Agreement, the supervision, management and control of the Town's operations, working force and facilities are exclusively vested in the Town. Without limiting the generality of the foregoing, the Town has the right to plan, direct and control the Town operations and working force, to hire and assign employees, or take other disciplinary action against employees for just cause, to evaluate employees, to determine the hourly, daily and weekly schedules of employment, the work tasks and standards of performance for employees, the right to assign tasks, to determine what work is to be performed, when it is to be performed, and by whom, and the extent to which it may have things done by its own equipment, facilities and employees, to make administer and enforce reasonable work rules and regulations, to take whatever action may be necessary to carry out its work in situation of emergency, all such rights being vested exclusively with the Town. The filling of all new employment positions is governed by the Tiverton Home Rule Charter.

2. Any of the rights, powers and authorities which the Town had prior to entering into this Collective Bargaining Agreement are retained by the Town, except as modified by this Agreement.

3. Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Town which may not be granted or waived under the statutes of the State of Rhode Island and Providence Plantations.

ARTICLE III
DEDUCTION OF UNION DUES

The Town agrees that it will, during the full term of this Agreement and any renewal thereof, deduct biweekly from the earnings of each employee for whom an individual signed

authorization may hereafter be filed, regular Union membership dues, initiation fee, and assessments and remit the total deduction not later than the tenth day of the succeeding month, by check payable to Teamsters local No. 251. Such written authorization shall be in the following form: "I the undersigned, hereby accept membership in Teamsters Local No. 251, affiliated with the International Brotherhood of Teamsters, and do hereby authorize and direct my employer to deduct from my wages the regular initiation fee, membership dues, and assessments in the amounts fixed pursuant to the Constitution and By-Laws of my Union and to pay over the same to the Local Union No. 251 or its designated agent pursuant to the provisions of any current or future collective bargaining agreement. This authorization shall remain in effect until revoked by me in accordance with the terms of statutes applicable thereto."

ARICLE IV
DEDUCTION FOR "DRIVE"

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check and total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE V
DEDUCTION FOR CREDIT UNION AND CHECK OFF

The Employer agrees to deduct certain specified amounts biweekly from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amounts so deducted shall be remitted to the Teamsters joint Council 10 Federal Credit Union once each month. The Employer shall not make deduction and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employees' earnings shall be less than the amount authorized for deduction or for those weeks during which the employee has no earnings.

ARTICLE VI
AGENCY SERVICE FEE

1. In recognition of the Union's statutory responsibility to provide the same degree of representation for all members of the bargaining unit, irrespective of their status as members of the Union, and in further recognition of the fact that the Union will necessarily incur costs and expenses of behalf of and for the benefit of all of the members of said bargaining unit in the negotiation and administration of its collective bargaining contract with the Town, the Town agrees that during the term of this Agreement and any extension hereof, it shall be a condition of employment that every person employed in the bargaining unit represented by the Union who is not a member of the Union shall, on and after the thirtieth day following the beginning of employment in the bargaining unit or the effective date of this Agreement, whichever is later,

pay an agency service fee to the Union, which agency service fee shall be proportionately commensurate with the cost of collective bargaining and contract administration paid by the members of the Union in the form of membership does, initiation fees and assessments.

2. Whenever appropriately authorized by an employee who is not a member of the Union on any agency service fee deduction form to be submitted by the Union, the Town agrees to deduct from such employee's wages, on a biweekly basis, the Union's agency service fee, and the Town further agrees to remit the same to the Union in a separate check simultaneously with the dues check referred to in the preceding article.

ARTICLE VII
NON DISCRIMINATION

1. No employee in the bargaining unit shall be discriminated against in any way on account of his or her membership in and/or activities in behalf of the Union.

2. Representatives of the Union shall be allowed such access to the Town's premises as may be reasonably necessary to insure compliance with the terms of this Agreement by both the Town and the employees in the bargaining unit.

ARTICLE VIII
SHOP STEWARD

1. The Town recognizes the right of the Union to designate one (1) shop steward from the regular employees employed in the bargaining unit. The authority of the shop steward so designated by the Union activities shall be limited to and shall not exceed the following duties and activities:

   a. The investigation and presentation of grievances in accordance with the provision of this Collective Bargaining Agreement.

   b. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provide such messages and information have been reduced to writing, or, if not reduced to writing, are of a routine nature.

2. The shop steward shall have no authority to take any action interrupting the Town's business. The Town recognizes these limitations upon the authority of the shop steward and shall not seek to hold the Union liable for any unauthorized acts on his or her part.

ARTICLE IX
GRIEVANCE AND ARBITRATION PROCEDURE

1. Whenever an employee has a grievance, the following procedure shall be followed:

   a. The employee shall obtain an approved grievance form from the shop steward and set out a statement of grievance in writing under Step 1 of said form. The

employee shall then present the written grievance on the form in quadruplicate to the shop steward.

b. The employee involved, together with the Shop steward, shall then discuss the grievance with the appropriate supervisor within five (5) days of its occurrence or within five (5) days of the employee reasonably having had knowledge of its occurrence.

c. If the grievance involves two or more employees, the shop steward, after receiving the grievance in writing, may discuss it directly with the appropriate supervisor without any of the employees being present.

d. If a satisfactory adjustment cannot be made in accordance with (b) and (c) above, the Union, within thirty (30) days after the shop steward and the supervisor first meet, will then try to adjust the grievance with the Town Administrator. If this step fails to settle the matter, it may then be submitted for mediation and conciliation to the Director of Labor of the State of Rhode Island by either party.

2. If the mediation and conciliation fail or are not requested, at any time after the expiration of thirty (30) days mentioned in section 1 (c) above, either party may request that any and all unresolved issues shall be submitted to arbitration by sending such request by certified mail, postage prepaid, to the other party setting forth the issues to be arbitrated. Arbitration shall proceed in accordance with Sections 28-9.4-11 through 28-9.4-14 of Chapter 9.4, Title 28, General Laws of Rhode Island.

ARTICLE X
WAGES

Wages per hour for the classifications noted shall be increased on 7/1/16, 5.0%; 7/1/17, 2.0%; and 7/1/18, 2.0%:

Job Classification	7/1/16	7/1/17	7/1/18
	5.0%	2.0%	2.0%
Head Mechanic	24.51	25.00	25.50
Working Foreman	24.51	25.00	25.50
Lead Man (2)	23.59	24.07	24.55
Heavy Equipment Operator	22.66	23.11	23.57
Mechanic	22.66	23.11	23.57
Landfill Operator	22.66	23.11	23.57
Mechanic Helper	21.37	21.79	22.23
Truck Driver Laborer	21.37	21.79	22.23
Landfill Attendant	21.37	21.79	22.23

New employees hired on 7/1/99 or later shall be classified as Entry Level and will be paid at a rate of pay of $1.00 per hour less than the classification for the first six (6) months of employment in the job classification into which he/she is hired, and $.50 per hour less than the classification into which he/she was hired for the second six (6) months of employment. After

that period of time, the employee shall be classified in the appropriate job classification at any rate of pay which is applicable for that classification at that time.

ARTICLE XI
LICENSING/TESTING REQUIREMENTS, WORK WEEK, WORK HOURS AND OVERTIME

1. All employees must maintain up to date, valid CDL and hoisting operator's licenses. New employees must pass a physical examination and a drug test as determined by the Town. All employees are subject to random drug testing consistent with Rhode Island Department of Transportation (RIDOT) Regulations. All employees filling equipment operator positions on any full time or temporary basis shall maintain up-to-date, valid hoisting operator licenses. For the purposes of this contract the landfill operator shall be an "equipment operator" and the landfill attendant shall be a "truck driver/laborer".

2. The Town of Tiverton agrees to reimburse the employee, upon proof of payment, for the cost of the renewal of his/her Commercial Driver's License (CDL); medical card; and hazmat endorsement. Reasonable time and a Town vehicle will be provided during working hours for the renewal of their CDL; medical card; and hazmat endorsement. The Town of Tiverton also agrees to reimburse the employee, upon proof of payment, for the cost of the renewal of his/her Hoisting License.

3. The regular work week shall consist of forty hours and the regular work day shall consist of eight hours.

4. In addition to their regular hourly rate of pay, employees shall be paid one half of said regular hourly rate for hours worked over their regular work week of forty hours. Overtime shall be distributed by the Director of Public Works or his/her designee. Employees required to work on Sunday shall be paid double the regular hourly rate.

5. Any time an employee is called back to work after the employee's regular work hours the Town shall pay a minimum of four hours pay at time and one half the employee's regular hourly rate of pay.

6. The work week for the position of Landfill Operator and Landfill Attendant shall be Tuesday through Saturday. There shall be no overtime for Saturday work for the Landfill Operator or Landfill Attendant. These positions may be filled on Monday and during vacation and sick leave by another member of the bargaining unit.

7. In emergency situations, the Town will make adequate provisions for sandwiches and coffee for employees at the work site.

ARTICLE XII
HOLIDAYS

1. a. The following days shall be paid holidays:

New Year's Day	Independence Day	Veterans' Day
Martin Luther King Day	Victory Day	Thanksgiving Day
Presidents' Day	Labor Day	Day after Thanksgiving
Memorial Day	Columbus Day	Christmas Day
One Half Day Good Friday	One Half Day Before Christmas	

If the State of Rhode Island abolishes Victory Day then the holiday shall be replaced by the employee's birthday.

b. Employees shall be granted three (3) personal days per fiscal year with pay to conduct personal business. These days shall not rollover and shall have no cash value. These days shall be prorated for the first fiscal year of employment. The proration will be based on ¼ per month after employment. Employees must notify their supervisor at least forty-eight (48) hours in advance of their request to take a personal day. Requests for personal time off will not be unreasonably denied.

2. All employees shall receive a regular day's pay for each of the said paid holidays. In addition, any employee who is required to work on any one of the said holidays shall receive an amount equal to one and one-half times their regular hourly rate for each hour worked on any paid holiday, except that an employee required to work on New Year's Day, Martin Luther King Day, President's Day, Thanksgiving, or Christmas shall receive an amount equal to double the regular hourly rate for each hour worked. Holiday pay shall be at the straight time rate.

3. Whenever a holiday falls on the employee's scheduled days off, the employee shall receive an additional day's pay or an additional day off, as determined by the Department Head. The day off shall be the day immediately before or after the holiday, as determined by the Department Head.

4. In order to be eligible for holiday pay employees must work their last regularly scheduled day before and first regularly scheduled day after the holiday, unless the employee receives authorization from the Department Head to be absent. A doctors note is required if an employee is absent the day before or day after a holiday. When there is no doctor's note presented the employee will not be paid for the holiday.

ARTICLE XIII
VACATIONS

1. Employees shall receive paid vacations based upon their length of service with the Town according to the following schedule:

a. During the first year of employment, employees shall be entitled to vacation leave of one day for each two consecutive calendar months worked for a total not to exceed five days for the first year. Vacation leave credit will begin at once for employees starting work on the first working day of a calendar month, otherwise, on the first day of the following month.

b. Employees with one or more years of service shall be entitled to vacation leave according to the following schedule:

One to Five Years	10 Working Days
Six to Ten Years	15 Working Days
Eleven to Fifteen Years	20 Working Days
Sixteen to Twenty Years	25 Working Days
Twenty-one Years and Over	30 Working Days

2. Vacation leave in excess of thirty (30) days shall not be cumulative and any employee having a balance in excess remaining after the completion of the full years' service shall forfeit such excess.

3. Upon discharge by the Town of Tiverton or voluntary termination by the employee, earned vacation time and pay shall be included in all final wage payments. During the first six months of the contract year vacation pay regarding Item 3 will be based on a pro-ration calculation by dividing the days entitled to by 12.

4. In case of death of an employee who is eligible for vacation, earned vacation pay due such an employee shall be paid to the employee's estate.

5. The vacation schedule is subject to approval of the Department of Public Works. Vacations will be chosen by seniority and all members must take vacations as posted and must be taken during the year vacation is due. Between the dates of November 1st through November 30th of each contract year, employee will designate their requested vacation weeks for the period of January 1 through June 30th of the coming year. This schedule shall be posted no later than January 15th. There shall be a second designation of vacation weeks beginning on April 1 through April 30th for the period of July 1st through December 31st of the current year, and posted no later than May 15th of the year in which the vacation is selected. If the DPW Director determines there is a conflict in weeks requested, seniority shall prevail. Requests for vacation leave shall not be unreasonably denied.

6. Two employees with the approval of the Department of Public Works Director shall be entitled to take vacation at any one time during the year with the exception of Head Mechanic, Mechanic, Mechanic Helper; or the Landfill Operator and Landfill Attendant on those days when the Landfill is open.

ARTICLE XIV
LEAVE WITHOUT LOSS IN PAY

1. a. Sick Leave – Each employee shall receive one and one quarter sick days credit for each month of employment commencing July 1, 1996. Sick leave shall not be considered a right, but shall be a benefit granted under the terms of this Agreement. Sick leave shall not be cumulative except that each employee will be allowed to carry forward a maximum of three (3) days each year. Any sick leave remaining as of June 30 of each year of this contract shall become payable to the employee as wages.

   b. A doctor's certificate shall be submitted to the Director after three (3) consecutive days of absence from employment on account of sickness. An employee shall call in for each day of sick leave to notify the Director that he or she is sick. If the employee cannot call in, he or she shall have someone call in. This requirement may be waived by the Director in the event of serious extended sickness or extenuating circumstances.

2. Funeral Leave – Employees covered by this Agreement shall receive a total of three days absence from their regular duties, with full pay, in case of death in the immediate family up to and including the day of the funeral. If an employee is going to be absent beyond the day of the funeral the employee must make arrangements ahead of time with his/her supervisor. The employees shall receive this period of absence only if they are scheduled to work on the date, or dates, when death occurs and only if they intend to use said period of absence in order to participate in funeral services.

Immediate family is defined as spouse, child, brother, sister, father, mother, father-in-law, mother-in-law, grandfather, grandmother, grandchild or any member of the family that resides in the household unit of the employee.

3. Jury Leave – The Town will pay an employee called for jury duty eight hours pay at the regular hourly rate as stated herein less any amount of money received by such employees for serving on the jury. The employee shall provide documentation of jury duty.

4. Court Leave – Should any employee covered by this Agreement be called, summoned or subpoenaed to testify before any court of law or any other agency of the federal, state or city government, on behalf of the Town, the employee shall be paid and compensated in full for all time so spent.

5. Military Leave shall be granted in accordance with established ordinances or other applicable laws, if any.

ARTICLE XV
MEDICAL COVERAGE

1. The Town will provide all employees covered under this Agreement health, dental, life and AD&D insurance through an agreement between Teamsters Local 251 and the Town of Tiverton. Appendix A of this document exhibits the "Memorandum of Agreement".

2. Effective July 1, 2016, the Union/Employee will co-pay the cost of health and dental insurance. Employees shall pay 15% of the annual premium for their coverage provided for in Appendix A in equal installments calculated on a pro-rata basis per pay period, as discussed in detail in Appendix B.

ARITICLE XVI
SAFETY

1. The Town agrees to furnish its employees with the best vehicles and equipment available, as the Town's budget and appropriations may allow, in an effort to further the safety, good health and general well-being of the employees. Further, the Town agrees that it shall not discharge, fire, reprimand or discipline an employee who may refuse to operate or use equipment or a vehicle which has been deemed unsafe or not fit for its intended purpose and use by the Registry of Motor Vehicles of the State of Rhode Island. Nor shall the Town cause any employee to be subjected to dangers which may threaten the life, limb and good health of said employee, and not in the usual course of his employment.

2. The Town will instruct its agents and servants to give immediate consideration to any and all industrial accident claims which may be submitted by the employees covered by this Agreement in order to insure that said claims are handled as expeditiously as possible and in accordance with applicable laws of the State of Rhode Island.

3. The Town agrees that it will remain in compliance with the RI General Laws in Chapter 39-1.2 entitled "Excavation Near Underground Utility Facilities" and further agrees that it will not require any DPW employee to dig a hole without first obtaining a dig safe clearance.

ARTICLE XVII
SENIORITY

The Town agrees to adhere to the principal of seniority whenever possible in the application of this contract and in the administration of employee benefits and employer policy.

ARTICLE XVIII
PROBATIONARY PERIOD

A new employee shall have a 180 calendar day trial and training period. During this period, the employee shall be considered a probationary hire and shall not pay dues, nor shall he have any of the rights of members under the grievance procedures of this contract.

ARTICLE XVIII
JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, as determined by the Town, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. Within twenty-one (21) days of the expiration of the posting period, the Town Administrator will award the position to the most senior and qualified person for said position. The successful applicant shall be given a ninety (90) day trial period in the new position at the applicable rate of pay. If at the end of the trial and training period the Town Administrator determines that the employee is not qualified to perform the work, the employee shall be returned to his or her old position and rate.

The Town shall notify the Union via fax or email of any new job postings which become available in the unit.

Any successful internal candidate to a promotion shall have the right to self demote (request that he/she be returned to the position he/she occupied prior to being promoted) provided that self demotion can only occur during the probationary period for the position to which the employee was promoted.

ARTICLE XIX
SUBCONTRACTING

The Town may subcontract work provided:

a. No subcontractor will be engaged to intentionally obstruct the reemployment of laid-off employees with unexpired recall rights.

b. No employee will be laid off as a, direct result of any work being subcontracted.

ARTICLE XX
TEMPORARY SEASONAL EMPLOYEES

Nothing contained in this Agreement shall preclude the Town from employing temporary seasonal employees for the summer season (May through September) and due to emergency conditions.

ARTICLE XXI
RECALL

Employees shall be laid off in the order of least employment seniority, except to the extent that the laws and regulations of the State of Rhode Island provide otherwise.

Notice of layoffs shall be given at least seven (7) days before the scheduled layoff. Any permanent employee laid off shall be placed on the recall list for five (5) years. The Town, upon rehiring, shall do so in the order of greatest seniority entitlement, except to the extent that laws and regulations of the State of Rhode Island provide otherwise. Under no circumstances shall the Town hire from the open market while employees on the recall list are ready, willing and able to be reemployed to perform the duties of the vacant position. Except for the physical examination, any such employee rehired after six months must comply with the licensing and testing requirements as set forth in Article XI Section 1.

Any notice of reemployment to an employee who has been laid off shall be made by registered mail to the last known address of the employee at least seven (7) days prior to a date set for reemployment in said notice. A copy of said notice shall be simultaneously sent to the Business Agent.

Failure on the part of the employee to report for said employment according to the notice, regardless of reason, shall be deemed to be a waiver by said employee for that particular position.

ARTICLE XXII
CALL BACK

Employees covered by this Agreement will be placed on a rotating call duty schedule that will be mutually agreed upon by the Department Head and employees for the period from November 1 though March 31 of each year. Call duty personnel will be compensated at the rate of $80.00 per seven-day week and $90.00 duringa holiday week as per Article XII. All employees are subject to call back for any reason. Employees called back shall be compensated for a minimum of four (4) hours at the overtime rate. The DPW Director shall be responsible for employee call back.

The individual will be notified by cell phone in the event of emergency, and will be required to respond immediately during any emergency situation involving weather, natural disaster, accidents, or other unforeseen or emergency situations.

ARTICLE XXIII
LIFE INSURANCE

In the event that life insurance is no longer included in the Teamsters' Health and Welfare Plan as outlined in Appendix A, the Town shall provide each full time employee covered by this contract with no less than $50,000 life insurance coverage under the Town's existing life insurance carrier relationship. Employees may, at their own expense, add coverage under the Town's life insurance plan. Employees acknowledge that coverage over $50,000 will result in personal income tax liability.

ARTICLE XXV
TEMPORARY SERVICE IN A HIGHER CLASSIFICATION

1. When an employee works in an assigned higher classification for a period of more than five (5) days, the employee shall receive the rate of pay established for said classification, retroactive to the first day subject to budgetary provisions. Shift differential shall depend on the shift that the Employee works.

ARTICLE XXVI
MISCELLANEOUS PROVISIONS

1. Unless modified by the express terms of this Agreement, all existing rights, benefits, privileges, and practices enjoyed by the employees in the bargaining unit shall be maintained throughout its term.

2. Neither the Town nor its agents shall enter into any agreement with any individual employee which is contrary to the terms of this Agreement.

3. No agreement, understanding or alteration of the terms of provisions of this Agreement shall bind the parties hereto unless made and executed in writing by them.

4. The failure of either party hereto to insist upon compliance with any of the terms or conditions of this Agreement on any occasion shall not be construed to be a waiver by that party of its right to insist upon compliance in the future with such terms and conditions.

5. Each clause of this Agreement is totally severable from every other clause hereof. Should any clause of this Agreement be declared by any court or agency of competent jurisdiction to be invalid or unenforceable or be rendered invalid by any legislation, the validity of all other clauses in this Agreement will be unaffected thereby and shall remain in full force and effect during its term.

6. In the event an employee fails a random drug test the cost incurred for all required follow-up testing will be paid by the employee.

ARTICLE XXVII
EFFECTIVE DATE

The effective date of this Agreement is July 1, 2016. The signing of this Agreement by the authorized representatives of the Union and the Town shall be authorization to implement all of the provisions of this Agreement.

ARTICLE XXVIII
TERMINATION AND RENEWAL

This Agreement will expire and terminate on June 30, 2019. At the end of that time, either party may terminate this Agreement provided such termination is transmitted thought the registered

United States mail to the responsible signatories to this Agreement. In no case may termination notice be sent less than one hundred twenty (120) days prior to the first Wednesday in May, prior to the expiration date of this contract.

ARTICLE XXIX
CHANGES

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes it may wish to introduce into the next succeeding Agreement, it is agreed that notice to reopen negotiations shall be mailed to the authorized parties signatory to this Agreement at least one hundred twenty (120) days prior to the first Wednesday in May, prior to the expiration date of this contract. The parties shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in this article shall preclude either party from modifying any previous proposals during the course of contract negotiations.

ARTICLE XXX
NEW CLASSIFICATION

Notwithstanding the foregoing, the Town agrees that should it, during the term of this Agreement, establish new classifications of work, the Town shall present to the Union, at least thirty (30) days prior to putting the new job into effect, a job description sheet for the purpose of negotiating rates of pay.

ARTICLE XXXI
CLOTHING ALLOWANCE

The Town agrees that it will provide uniform service, rain gear and such equipment as may be necessary in the course of their employment for members of the bargaining unit.

The Town has the right to require the employees to wear uniforms within reason to conform to a proper dress code.

The Town agrees to reimburse DPW personnel for the purchase of OSHA approved steel toe safety footwear as follows:

as of July 1, 2016	$150.00
as of July 1, 2017	$150.00
as of July 1, 2018	$150.00

Payment will be made during the first or second week of July annually.

ARTICLE XXXII
RETIREMENT BENEFITS

For employees hired before July 1, 1990, which include only Bruce Fay and Raymond Marzilli, the Town shall pay medical benefits post retirement provided subject employees have attained the age of 58 years old with 20 years of service to the Town of Tiverton. For the purposes of this clause, the medical coverage shall be Blue Cross Blue Shield of RI Healthmate Coast-to-Coast and dental coverage shall be Delta Dental Tiverton Municipal Retiree. Upon reaching the age of 65, the Town shall enroll these 2 retirees in a Medicare supplemental plan and shall pay the Medicare Part B Premium of these employees.

For all employees hired after July 1, 1994, the Town shall not be required to continue to pay medical insurance after retirement.

ARTICLE XXXIII
LONGEVITY

Each regular employee shall be entitled to longevity payments. Longevity payments shall be paid to all employees quarterly who have attained the proper years of service during the year. Longevity payments shall be as follows:

Commencing July 1, 2002:

5 Years to 9 Years	3.5% of Annual Base Salary
10 Years to 14 Years	4.5% of Annual Base Salary
15 Years and Over	5.5% of Annual Base Salary

Effective July 1, 2010, there will be no longevity payments for any employee hired after July 1, 2010.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their respective duly authorized officers and their respective seals to be attached hereto, and to another instrument of like tenor, this 19 day of October, 2016.

FOR THE TOWN OF TIVERTON

Matthew J. Wojcik, Administrator

FOR TEAMSTERS LOCAL NO. 251

Nick Williams, Business Agent

10/19/16

APPENDIX A

HEALTH SERVICES AND INSURANCE PLAN

Commencing with the 1st day of August, 2016, the Employer shall contribute to the Teamsters Local Union No. 251 Health Services and Insurance Plan, the sum of ten dollars and ninety-one and one quarter ($10.9125) per hour for each hour for which an employee receives pay, figured to the nearest quarter hour, up to a maximum of 40 hours but not more than $436.50. An overtime hour shall be considered as a single contribution hour.

Commencing with the 1st day of August, 2017, the Employer shall contribute to the Teamsters Local Union No. 251 Health Services and Insurance Plan, the sum of eleven dollars and forty-one and one quarter ($11.4125) per hour for each hour for which an employee receives pay, figured to the nearest quarter hour, up to a maximum of 40 hours but not more than $456.50. An overtime hour shall be considered as a single contribution hour.

Commencing with the 1st day of August, 2018, the Employer shall contribute to the Teamsters Local Union No. 251 Health Services and Insurance Plan, the sum of twelve dollars and one and one quarter ($12.0125) per hour for each hour for which and employee receives pay, figured to the nearest quarter hour, up to a maximum of 40 hours but not more than $480.50. An overtime hour shall be considered as a single contribution hour.

For purposes of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee shall be counted as hours for which contributions are payable.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution of forty (40) hours for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

Hourly contributions to the Health Services and Insurance Plan must be made for each hour worked on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health Services and Insurance Plan.

All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health Services and Insurance Plan.

If an Employer fails to make contributions to the Health Services and Insurance Plan within 72 hours after the notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, and provisions of the Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due,

together with attorneys' fees and such penalties which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or Arbitration provided under this Agreement.

(c) The Employer and Union which are signators hereto ratify the designation of the Employer and the Employee Trustees under such Agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

(d) Effective July 1, 2013, the Union/Employee will co-pay those amounts for the cost of health and dental insurance as set forth in Article XV.

Appendix B

Memorandum of Understanding:
Health and Welfare Premium Rates and Employee Premium Co-Shares

It is understood by the Parties that the Employer and Employees will jointly contribute to satisfy the cost of the Heath Services & Insurance Plan (HSIP) premium for each covered Employee. The Employer will pay 85% (eighty five percent) of the cost and each employee 15% (fifteen percent), per Article XV, Section 2 of the Contract.

It is further understood that the premium rate for the HSIP is set by the International Brotherhood of Teamsters. The premium is charged to the Town based upon the number of hours worked by each employee. The weekly premium charged, however, is not to exceed 40 (forty) hours' worth of premium per week. It is also understood by the Parties that the annual premium is capped at 1,800 (one thousand eight hundred) hours' worth of time for which Employees are paid, regardless of actual time worked.

Based upon the required contribution rates established in Appendix A and the discussion above, the hourly and weekly maximum premium co-shares for Employees are as follows:

As of August 1, 2016:	$1.6369 / hour	up to $65.48 / week	up to $2,946.42 / year
As of August 1, 2017:	$1.7119 / hour	up to $68.48 / week	up to $3,081.38 / year
As of August 1, 2018:	$1.8019 / hour	up to $72.08 / week	up to $3,243.42 / year

The Parties mutually understand and agree that these figures are based upon the Union's current good faith estimates of the premium for the HSIP in future years. These estimates may change with claims experience and the financial health of the HSIP or other circumstances outside of the Parties' control. Both Parties recognize that whether the premium for the HSIP rises or falls, the Employees as individuals will pay 15% of their individual premium out of their pay towards the premium each year, not to exceed 15% of 1,800 hours' worth of premium charged to the Employer.