

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF HOPKINTON

AND

RHODE ISLAND LABORERS' DISTRICT COUNCIL

OF THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFL-CIO

ACTING ON BEHALF OF

LOCAL UNION 808, HOPKINTON, RHODE ISLAND

EFFECTIVE: July 1, 2021- June 30, 2024

POLICE DISPATCHERS

ANIMAL CONTROL OFFICER

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## AGREEMENT

This AGREEMENT entered into on this 1<sup>st</sup> day of July, 2021 by and between the TOWN OF HOPKINTON, Police Dispatchers and Animal Control Officer, as established in the recognition clause of the Certifications issued by the Rhode Island Labor Relations Board case EE-3463, hereinafter referred to as the "Employer" or "Town", and the Rhode Island Laborers' District Council on behalf of LOCAL UNION 808, an Affiliate of the Laborers' International Union of North American, AFL-CIO, hereinafter referred to as the "Union."

### ARTICLE I PREAMBLE

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

Section 2. The Town and the Union encourage the highest possible degree of practical, friendly, corporative relationship between respective representatives at all levels. The officials of the Town and the union realize that this goal depends primarily upon corporative attitudes between people in their respective organizations and at all levels of responsibility of both the Town and the employees.

### ARTICLE II NO DISCRIMINATION

Section 1. The Town and Union agree that they will continue policies of non-discrimination on the basis of an individual's race, color, national origin, religious affiliation, religion, gender, age, sexual orientation, sexual preference, gender identity or expression, or any other prohibited basis of discrimination. All references to an employee covered by this Agreement as well as the use of the pronouns "he", "him", "his" and "they" are intended to include all genders. When the male gender is used, it shall be construed to include male, female, transgender and non-binary employees.

Section 2. The Town agrees that it will not discharge or discriminate against a member of the bargaining unit as a result of membership or lawful activity in or on behalf of the Union. The Town and Union further agree that there will be no discrimination against any employee for declining membership in the Union or refraining from engaging in any activities of the Union protected by the Rhode Island State Labor Relations Act.

### ARTICLE III UNION RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for, and this Agreement shall apply to, all employees employed by the Employer in the classification of Police Dispatcher as set forth within the scope of Bargaining Unit SLRB Case

No. EE-3464A (Dispatcher) and Animal Control Officer (ACO). The secretary to the Chief of Police is a confidential, non-union employee and is not covered by this Agreement.

Section 2. The Town shall notify the union of new employees covered by this collective bargaining agreement as well as any separation of employment. The Town shall notify the Union of new employees covered by this collective bargaining agreement as well as any separation of employment. Limited period employees may be used for a limited time as defined within, a limited period employee is one who is hired for a period of up to six (6) months continuous, full time employment within a calendar year, or for a longer period of time not exceeding 1200 hours within a calendar year and is so informed at the time of hire and who is hired for a special project or emergency situation to replace any employee on leave or vacation. The said six (6) month period may be extended up to an additional three (3) months or for the length of family leave of the employee being replaced, or any extensions of such family leave. Limited period employees, as defined above, shall have no seniority during the term they occupy the status of limited period employees, but should any limited period employee become a permanent employee, then his seniority shall be retroactive to the date of initial employment so long as said employment has been continuous in nature. Limited period employees, while they occupy the status, may be terminated for any reason without recourse under this Agreement. Permanent part-time dispatchers and reserve dispatchers are not considered limited period employees.

Section 3. All employees hired after the effective date of this Agreement shall serve a probationary period of one (1) year during which they may be discharged for any reason without recourse to the grievance and arbitration provisions under this Agreement. In the event that a permanent part-time dispatcher is hired in accordance with Section 6 below, he may serve a probationary period up to six (6) months during which he may be discharged for any reason without recourse to the grievance and arbitration provisions of this Agreement. Upon the satisfactory completion of the probationary period, the employees' seniority hereunder shall commence, retroactive to date of hire.

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

Section 5. Minimum age for employment for all full-time permanent employee position shall be eighteen (18) years of age.

Section 6. The Town has the right to employ one or more permanent part-time dispatchers which shall be included within the bargaining unit. The so-call "21<sup>st</sup> shift," being that shift each week not assigned to a full-time dispatcher at straight time, may be assigned by the Town to a permanent part-time dispatcher provided said assignment does not constitute overtime for the permanent part-time dispatcher. Said permanent part-time dispatchers shall be entitled to seniority on a pro rata basis based upon the regular and fixed work schedule he or she was hired to work.

Full-time dispatchers shall be afforded the first opportunity to fill by rotation vacant shifts resulting from dispatcher vacation or sick time usage as follows:

- a. Vacant shifts resulting from vacation usage that do not exceed ten (10) consecutive days, and/or
- b. Vacant shifts resulting from sick time usage that do not exceed five (5) consecutive days

Where the vacant shifts exceed the limits established in subparagraphs a. and b. above, the Town shall have the right to fill the shift or shifts with permanent part-time dispatchers, limited period employees or Retired Officer Corps ("ROC") officers.

c. Anytime there is a need for a full-time dispatcher, full-time dispatchers shall be afforded the first opportunity by seniority and availability to fill the vacancy. In the event there is a need for a second dispatcher, the vacancy shall be filled by seniority on a rotating basis by dispatchers then part-time personnel, limited period employees or ROC officers.

#### ARTICLE IV UNION SECURITY DUES AND NON-MEMBER FEES DEDUCTION

The Town shall give written notice to the designated representative of the Union of all new employees within the respective bargaining units who become eligible for membership in the Union. Said notice shall be given promptly after the hiring decision is made but in no event later than the fifth business day following the employee's start date and shall include the employee's name, address, employee I.D. number, date of hire, classification, and department.

Under *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, United States Supreme Court— Decided June 27, 2018: "*Neither an agency fee nor any other payment to the Union may be deducted from a nonmember's wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay.*" The Union may not charge any employee dues, a so-called "service charge" or "service fees" without the employee's affirmative written consent. The Union negotiates this Agreement that sets forth the terms and conditions of employment of all positions in the bargaining unit. However, the decision whether to join or not join the Union belongs solely with each employee. If an employee should decide not to join the Union, his terms and conditions of employment shall nonetheless be those set forth in this Agreement.

Each employee shall sign a form expressing his option and choice, by affirmative consent, whether to join or not join the Union and whether to permit the deduction of any dues, so-called "service charges" or "service fees".

The Employer shall deduct from the pay of each employee all required Union dues and/or service charges or service fees, provided that at the time of such deduction there was in the possession of the Employer a current lawful written authorization for such deduction, executed by the employee, in a form agreed upon by the parties. The Union shall, by its treasurer, determine and certify in writing the amount of membership dues, service charges or service fees referred to above to the Employer, and all such dues and/or service charges deducted hereunder shall be remitted by the Employer to the Union on a bi-weekly basis.

Any non-member employee who is in a position within the bargaining unit may choose to voluntarily pay fees to the Union. The fee for voluntary non-members within a bargaining unit shall be established in an amount determined by the Union. The Employer shall deduct from the voluntary non-member employee's wages or salary such fees on a bi-weekly basis and shall remit to the treasurer of the Union the amount deducted, together with a list by department of the non-members who have had payments deducted.

In the event that the dues and/or fee collection as outlined in this Agreement is invalidated by a legislative act or a decision by a court of competent jurisdiction, the parties agree to discuss and bargain on a new system of dues and/or fee collection within thirty (30) days of such act/decision.

The Town recognizes that it is a matter within the discretion of the Union to increase dues and/or non-member fees lawfully and in accordance with its constitution and by-laws, and upon written representation by the Union that dues and/or fees for the bargaining unit have been lawfully increased and in accordance with its constitution and by-laws. The Town agrees to adjust the amount of dues or fees deduction for the bargaining unit accordingly, provided that such an adjustment is consistent with the authorization of the employee as required by law.

The Town shall give written notice to the designated representative of the Union of all new employees within the respective bargaining units who become eligible for membership in the Union. Said notice shall be given promptly after the hiring decision is made but in no event later than the fifth business day following the employee's start date and shall include the employee's name, address, employee I.D. number, date of hire, and classification.

The Union agrees to, and hereby does, indemnify and hold harmless the Town Council members and all employees of the Town against any award, judgment, loss or expense liability arising out of any claims made against the Employer by an employee because of such deduction from his wages or salary or because of any other provisions of this Article.

#### ARTICLE V MANAGEMENT RIGHTS

Subject to the terms and conditions of this Agreement, it is understood and agreed that the Town shall have sole jurisdiction over management of the operations of the Town including, but limited to, the work performed; the scheduling of work; the establishment and changing of scheduled shifts and hours of work; the promotion of employees; fixing and maintaining standards of quality of work and productivity standards; methods of operations made or purchased; the right to hire, transfer, discipline or discharge for just cause or layoff because of lack of work or other legitimate reason including fiscal constraints and to enforce rules, regulations, policies and procedures. No provision of this Agreement shall be applied or construed to limit, impede or abridge any of Town's authority or obligations granted to it under municipal, state or federal law.

ARTICLE VI  
STABILITY OF AGREEMENT

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

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

ARTICLE VII  
BULLETIN BOARDS

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

ARTICLE VIII  
SAFETY AND HEALTH

The Town and the Union will cooperate in the continuing objective to eliminate accident and health hazards. The Town shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Employees shall promptly report any perceived health and safety concerns to their immediate supervisor, preferably in writing, with a copy via hand-delivery or email to the Chief of Police, as well as email a copy to the Union.

ARTICLE IX  
NO STRIKE/ NO LOCKOUT

Section 1. Cognizant of the statutory strike prohibition, the Union agrees that neither it nor its members will engage in any strike, slowdown, refusals to perform duties or any other form of unlawful concerted activity nor will the Union, encourage, incite, sanction or condone any such activity. The Employer will not lockout its employees during the term of this Agreement.



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

## ARTICLE X GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. It is mutually understood and agreed that all grievances of Employees arising out of the provisions of this contract shall be dealt with as follows. A grievance is a dispute between the employee (or the Union) and the Town which involves the application, meaning or interpretation of the provisions of this agreement; provided however that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this article shall comprise the sole and exclusive dispute resolution process for a grievance. All grievances presented in accordance with the procedures set forth herein shall be signed by the aggrieved employee and an authorized Union representative. The signer of the grievance shall make a good faith and bona fide effort to state: the facts giving rise to the grievance; the provision of the agreement, if any, alleged to have been violated; the name(s) of the aggrieved employee(s); and remedy sought.

Section 2. One Union representative at any reasonable time shall be guaranteed sufficient time off during working hours to seek to settle grievances without loss of pay. An aggrieved employee shall have the right to union representation, including counsel and Rhode Island Laborers' District Council representation during the entire duration of the grievance procedure. The time limitations set forth herein are the essence of this Agreement and the failure by an employee (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth herein, the Employer and Union may extend them by mutual written agreement.

Step 1. Employees in the first instance may register grievances with the steward in the Union who shall present such grievances to the Chief of Police in writing. The Chief of Police shall have twelve (12) calendar days to adjust the grievance. Any grievance which is not presented within twelve (12) calendar days of the date of the occurrence shall be deemed to have been waived.

Step 2. If unable to reach satisfactory adjustment within twelve (12) calendar days, the Union shall submit the grievance in writing to the Town Manager within twelve (12) calendar days. A response to the Union by the Town Manager must be in writing within thirty (30) working days.

Section 3. Notwithstanding those steps set out above, such steps may be waived by agreement in writing signed by authorized representatives of the parties to this Agreement which waiver will permit prompt submission to arbitration, thus prompting the welfare of both parties to this Agreement.

Section 4. If a grievance is not settled, such grievances shall, at the request of the Union, be referred to the American Arbitration Association or the Labor Relations Connection in

accordance with their respective rules then pertaining, no later than fifteen (15) calendar days from the date of the response of the Town Manager. Failure by the Union to submit a demand for arbitration within said fifteen (15) calendar days shall constitute a waiver of the grievance and the right to arbitrate it.

The arbitrator shall hold a hearing and his decision shall be final and binding upon the parties. The expenses of such arbitration, including the fees of the arbitrator shall be borne equally by the parties. The arbitrator shall have no power to alter, amend, add or deduct from the provisions of this Agreement. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue an award which: (a) violates or is inconsistent with any of the terms of this Agreement or applicable Rhode Island law; (b) exceeds his jurisdiction and authority under Rhode Island law and this Agreement; or (c) involves any matter wherein the Town's decision is final and binding under either the terms of this Agreement or by applicable Rhode Island law.

The submission to arbitration must be made within twelve (12) calendar days of the receipt of the Town Manager's answer as stated in Step 2 above, or else, it shall be deemed to have been waived.

Section 5. Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it nor its members will engage in any strike, slowdown, or concerted refusal to perform duties nor will the Employer lockout its Employees during the term of this Agreement or any matter which is subject to final and binding arbitration.

## ARTICLE XI SENIORITY

The parties agree to define seniority as follows: Primary Seniority shall be the length of service within a class of position in the Police Department and Secondary Seniority shall be the length of service worked by an employee in the Police Department. Full time permanent positions shall take precedence over part-time permanent positions as they relate to seniority.

Section 1. The Town Manager or his designee shall prepare and forward to the Business Manager of the Union a seniority list of permanent employees by class of position, date of appointment, date of hire by the Police Department and pay grade, and shall notify the Union of additions and deletions each year. Seniority lists shall be updated annually and posted on approved bulletin boards.

Section 2. Seniority shall be considered broken for the following reasons only:

- (a) when an employee has been discharged for just cause;
- (b) when an employee voluntarily terminates employment;
- (c) when an employee fails to respond to a recall notice within ten (10) calendar days;
- (d) when an employee exceeds an authorized leave of absence

- (e) when an employee is engaged in other work without authorization while on leave of absence;
- (f) when an employee is laid off in excess of two (2) consecutive years.

Section 3. In the event of layoffs, employees shall be laid off in the following order according to seniority:

- (a) those with temporary status;
- (b) those with probationary status;
- (c) those with permanent status

Two weeks notice of layoff shall be given to the employee so affected. No provision of the Agreement will prohibit overtime while a bargaining unit employee remains on layoff. Any employee who has been laid off and is called back within a two (2) year period from the date of layoff shall be reinstated at the same seniority as existed at the time of layoff.

Section 4. Reduction in work force. In the event a reduction in forces is required, the most junior employee in the bargaining unit, by class of position shall be subject to layoff.

Section 5. Upon declaration by the Employer of a vacancy in a bargaining unit position, and upon further determination by the Employer to fill such vacancy, notice of the vacancy shall be posted on the employee bulletin board at the Police Station for a period of seven (7) working days. An employee interested in filling a posted vacancy may, during the posting period, apply for the position in writing directed to the Employer. Any member of the bargaining unit who applies for a posted position will be interviewed by the Employer. The Town shall fill the vacancy based upon its discretionary consideration of qualifications, experience and ability, as determined solely by the Employer. In instances in which these criteria are adjudged relatively equal by the Employer between or among members of the bargaining unit applying for a vacancy, seniority shall govern. The Employer shall give due consideration to filling vacancies from employees within the bargaining unit. Any dispute arising out of the application of this section may be redressed through the grievance and arbitration provisions of this Agreement; provided, however, that an arbitrator shall have no authority to disturb any discretionary determination by the Employer, unless it is found by clear and convincing evidence to have been arbitrary or capricious.

## ARTICLE XII

### VACATION LEAVE, PERSONAL LEAVE AND STATE OF EMERGENCY

Section 1. Permanent full-time employees shall be granted annual leave at the employee's regular rate of pay in accordance with the following schedule:

Start through one year	= 5 days (1.538 hours per pay period)
2 years through 3 years	=10 days (3.076 hours per pay period)
4 years through 10 years	=15 days (4.615 hours per pay period)
11 years through 15 years	=20 days (6.153 hours per pay period)
16 years through 20 years	=21 days (6.462 hours per pay period)

21 years and above

=25 days (7.692 hours per pay period)

Employees, with three (3) or more years of service, may carry over a maximum of ten (10) days of vacation to the next year.

Section 2.

a. Vacation leave is accrued each pay period. The vacation accrual rate shall be determined by the number of days to which an employee is entitled in that year divided by the number of pay periods in a year as adjusted upon the Employee's anniversary date. Upon separation from employment, any employee who has used vacation leave before it has been accrued in any given year shall be required to pay back to the employer the amount of any such used but un-accrued vacation leave. The employer shall have the right to withhold any such used but un-accrued vacation leave from the employee's final pay check.

b. To the extent feasible and consistent with effective departmental operation, employees will be permitted to take vacation leave according to their own convenience subject to the following conditions:

1) The Department Head shall be notified two (2) weeks in advance of any vacation request for more than three (3) days. However, nothing shall preclude the Department Head from granting leave without the required advance notice if it does not adversely affect the operation of the department. However, no vacation shall be granted without prior approval of the Department Head.

2) All employees who schedule vacation six (6) months in advance shall be guaranteed the leave, provided, however that if more than one employee requests the same time period for leave, leave shall be determined by seniority. Otherwise, scheduling of vacation time shall be on a first to request basis and, thereafter, in the order of seniority within classification of position.

3) Granting of vacation time is mandatory upon the Department head but the time when such leave is granted shall be consistent with the best interests of the work program of the department or a division thereof, provided that no employee may be deprived of vacation privileges to which he is entitled under this rule.

4) Unused vacation leave is not subject to buyback.

Section 3. Personal Leave Days. In addition to the above, effective July 1 of each year employees shall receive three (3) personal leave days. Personal leave days shall not be carried over to subsequent years. Unused personal leave days are not subject to buyback.

Section 4. State of Emergency. In the event the Governor of the State or Town Manager declares a state of emergency and Town offices are closed, employees who are required to work when other employees are so excused shall be paid time-and-one-half for this service for

the full duration of the emergency, to include 2<sup>nd</sup>, 3<sup>rd</sup>, and weekend shifts that start while under a state of emergency. This time-and-one-half pay provision shall not apply to public health emergencies, such as a pandemic.

ARTICLE XIII  
SICK LEAVE

Section 1. All full-time employees, excluding part-time and temporary, are entitled to sick leave at the rate of one day and one quarter per month for a total of fifteen (15) days per year accrued by pay period. A member of the bargaining unit will be allowed to accumulate unused sick leave, without limitation. Upon retirement, a member of the bargaining unit will be compensated for 50% of any unused sick leave over 100 days and up to 180 days. Compensation will be at the employee's regular rate of pay at the time of his retirement.

Section 2. Sick leave with pay shall be granted because of a medically necessary absence caused by personal illness or non-work related injury which impairs an employee from performing his regular duties. Violation of any of the sick leave provisions contained herein, including without limitation, using sick leave excessively, or in a pattern of abuse (including for example only, using sick leave the day before or after a holiday or weekend), or the willful making of a false claim for sick leave, shall subject the employee chargeable therewith to disciplinary action. The Union and employees of the bargaining unit acknowledge that regular and predictable attendance is an essential function of each position within the bargaining unit.

Sick leave shall not be considered a privilege which may be used by the employee at his discretion but shall be allowed only under the following conditions:

- a) personal illness; physical incapability beyond the employee's control
- b) when an illness in the immediate family requires the employee's personal attention and the necessity of such attention is supported by a doctor's certificate, when requested by the Chief of Police. Said leave shall be in accordance with the Family Medical Leave Act or the Rhode Island Parental & Family Leave Act as referenced in Section 6, below. An employee's use and discharge of sick leave which is FMLA-qualifying or RIFFMLA-qualifying leave, shall run concurrently with such FMLA and RIFFMLA leave entitlements.

Section 3. Employees using sick leave shall notify their supervisor within four (4) hours of the normal starting time on the day of their absence. Failure to provide notification shall result in the loss of sick leave or period of absence unless the failure to notify the supervisor was due to extenuating circumstances beyond control of the employee. A form shall be completed by the Employee on the day of his return to work and shall be submitted to the Police Chief or his designee.

Section 4. When the absence is three (3) or more consecutive days, or if an employee uses sick leave excessively, or in a pattern of abuse (including for example only, using sick leave the day before or after a holiday or weekend), the Chief of Police or his designee may require a physician's certificate or other satisfactory evidence. Any such evidence shall include such

sufficient medical information to justify using sick leave. The employee may use the form attached to this Agreement to be completed by his health care provider. Failure to comply with this provision shall result in the loss of sick leave benefits for the period of absence.

Section 5.

a. In any calendar month in which an employee accumulates more than two (2) separate absences charged to sick leave or unauthorized absences, with or without pay, said employee shall not accrue sick leave credit for that month, unless the employee provides a doctors' certificate to substantiate sick leave for the third (3<sup>rd</sup>) or any additional absences. The employee may use the form attached to this Agreement to be completed by his health care provider.

b. In the event an employee does not use any sick leave days within the six-month period beginning either July 1 through December 31 or January 1 through June 30 of each fiscal year, he or she shall be granted one (1) administrative leave day for each period to be taken at the discretion of the Chief of Police whose permission shall not be unreasonably withheld.

Section 6. To the extent it may be applicable, the Town agrees to comply with federal and state parental and family medical leave statutes including the Family and Medical Leave Act ("FMLA") of 1993, Pub. L. No. 103-03, Section 405(b)(2), 107 Stat. 6 (1993) and the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA"), R.I.G.L. 28-48-1, et seq. Information on the certification should include: contact information for the health care provider; the date the serious health condition began and how long it will last; appropriate medical facts about the condition; for leave for the employee's own serious health condition, information showing that the employee cannot perform the essential functions of the job; for leave to care for a family member, a statement of the care needed; for intermittent leave, information showing the medical necessity for intermittent or reduced schedule leave and either the dates of any planned leave or the estimated frequency and duration of expected incapacity due to the condition

An employee discharging FMLA and RIPFMLA leave shall be responsible to pay his co-sharing obligations for health and dental insurance premiums.

ARTICLE XIV  
BEREAVEMENT LEAVE

Death in the Family. A maximum of five (5) days leave with pay will be granted to an employee for death in the immediate family. For purposes of this section, "immediate family" shall be: wife, husband, mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, legal guardian or significant other residing in the household. A maximum of three days leave with pay will be granted for mother-in-law, father-in-law, grandmother, grandfather, and grandchild. One (1) day will be granted for attending the

funeral of any other relative. Employees will be allowed to use vacation or personal time to participate in a funeral.

ARTICLE XV  
JURY DUTY

Regular full-time employees shall be granted leave of absence for required jury duty, or appearance before any court or other public body required by or on behalf of the Town. Such employees shall receive that portion of their regular salary, which will, together with their jury pay or fees, equal their total salary for the same period.

ARTICLE XVI  
HOLIDAYS

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

½ day before New Year's Day	Victory Day
New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	
July Fourth	½ day before Christmas
Labor Day	Christmas Day

Section 2. As set forth herein, employees shall receive pay for the above holidays provided that they shall have worked their last scheduled day preceding such holiday and their first scheduled working day following such holiday unless their absence on either of such days was a result of illness, for which time a physician's certificate shall be required. All full-time employees shall be eligible to receive all of the holidays listed in Section 1 above.

Section 3. Holidays on Scheduled Days Off or Scheduled Vacation. Should any of the holidays recognized above fall on any employee's scheduled day off or scheduled vacation, the employee shall be paid for said holiday and shall not be charged for the scheduled day off or vacation. For the ACO, holidays that fall on Saturday shall be observed on the prior Friday and holidays that fall on Sundays shall be observed on the following Monday.

Section 4. Holiday Worked. An employee required to work on a holiday which falls during his normal work week, to which he is entitled under the Agreement, shall be paid time and one-half his regular rate of pay for such day in addition to his holiday pay or an additional day off with pay.

ARTICLE XVII  
HEALTH AND PENSION

Section 1. Health and Dental Insurance. The Employer will provide dental insurance substantially equal to the employee's coverage presently in existence, said coverage to be placed with a provider of the employer's choice.

The Employer will provide health insurance benefits with co-pays to the employee at no greater than \$15 Primary, \$25 Specialist, \$50 Urgi-visit and \$100 ER, with a prescription plan with co-pays to the employee at no greater than \$7/\$25/\$40/\$40, said coverage to be placed with a provider of the employer's choice.

Section 2. All employees shall pay a portion of the premium for their Health Care and dental coverage at a rate of twenty-two percent (22%) for fiscal year 2021-2022, twenty-two percent (22%) for fiscal year 2022-2023, and twenty-two percent (22%) for fiscal year 2023-2024.

Section 3. Employees shall be allowed to waive benefits in this Article provided they are covered by similar or same benefits through a spouse. Employees who elect to waive this coverage shall receive 50% of the cost of the yearly premiums up to a max of \$3,500.00 of such coverage waived on a yearly basis paid in two installments.

Section 4. The employer shall reimburse employees up to one hundred seventy-five (\$175.00) dollars toward eyeglasses, every two years, upon presentation of receipts to the Department Head.

Section 5.

- a. All employees presently covered by this Agreement shall be members of the State of Rhode Island Municipal Employees Retirement system, Chapter 45-21 R.I.G.L and COLA Plan C 45-21-52 R.I.G.L.
- b. Provided that state legislation enables the Town to so act, the Town shall have the right to enroll employees covered by this Agreement and hired by the Town after June 30, 2010 in a 403 (b) pension plan established by the Town. Employees covered by this Agreement and employed by the Town prior to June 30, 2010 shall remain members of the State of Rhode Island Municipal Employees Retirement System, R.I.G.L. 45-21 *et seq.* and COLA, R.I.G.L. 45-21-52 Under the 403 (b) pension plan, the Town shall contribute such percentage of the employee's annual compensation into this plan, as required by statute. The Town's contribution to this plan shall be made bi-weekly. Employees hired after June 30, 2009 that are covered by the 403 (b) may contribute additional funds to their account as allowed by Internal Revenue Code (currently the smallest of 100% of compensation of \$15,500 per year).
- c. If legislation does not so provide, employees covered by this Agreement and hired by the Town after June 30, 2010 shall be members of the State of Rhode Island Municipal Employees Retirement System, R.I.G.L. 45-21 *et seq.* and COLA Plan C, R.I.G.L. 45-21-52.



ARTICLE XVIII  
TEMPORARY DISABILITY INSURANCE

All employees shall be enrolled in the State of Rhode Island Temporary Disability Program at the employee's expense under conditions specifically provided by the state statute.

Section 1. The Town agrees to be bound by the provisions of the Workers' Compensation Act, Title 28 Chapter 29 *et seq.* and all other relevant provisions of the General Laws of the State of Rhode Island, as amended.

Section 2. It is agreed by the employees that notification will be given to the Town immediately of any alleged injury arising in the course of their employment with the Town or within twenty-four (24) hours, of the alleged injury said to have been sustained by an employee arising out of their employment.

Said notification shall be given to the immediate supervisor or his designee.

The Town shall provide Workers' Compensation coverage for those employees covered under the Act and they shall receive compensation only under the Act.

ARTICLE XIX  
HOURS OF WORK

Section 1. The Town shall maintain a minimum of three shifts comprised of: 8 a.m. to 4p.m, 4 p.m. to 12 midnight, and 12 midnight to 8 a.m. Forty (40) hours shall constitute a normal work week for Dispatchers and the ACO. One work day shall be defined as the shift beginning at 12:01 a.m. and shall include the following 2 shifts for purposes of leave time and sick time. The Chief of Police shall be allowed to flex the hours of work of the ACO, for the purpose of conducting investigations, attending trainings and other ACO business that cannot be conducted Monday through Friday, between the hours of 8:00 AM and 4:00 PM provided that the hours are flexed within the same payroll period.

Section 1a. Employer shall allow members covered by this Agreement to swap shifts on a temporary basis with advance notification to the supervisor in a statement acknowledging the shift swap signed by both members and must be approved by the Chief of Police or his designee. **Said swap shall not result in the accruing of overtime.** Anyone agreeing to a shift swap agrees to be held over to a subsequent shift if required.

Section 2. Breaks. When a shift is filled with 3 or more officers (uniformed or plain clothes), or 2 or more civilian employees, the duty dispatcher will receive a one-hour break from the desk.

At the beginning of the shift the duty supervisor, or the senior officer, will advise the dispatcher of an appropriate time for their break (approximately ½ way through their shift), and also advise the covering officer or civilian employee of the time to relieve the duty dispatcher.

If the shift lacks 3 or more officers, or civilian employee, the officer in charge will either cover the desk, or appoint an officer to do so. Both parties understand that the on duty dispatcher will carry an emergency portable radio, and will respond to dispatch center in case of an emergency. In these special circumstances, the on duty dispatcher will not be permitted to leave the grounds of Police Headquarters.

These measures must be taken to satisfy federal labor laws. Any interference with these guidelines will be met with severe penalties. This is a federal statute that this department must comply with.

Section 3. Overtime. Employees covered by this Agreement shall receive overtime pay at the rate of one hundred fifty percent (150%) their regular rate of pay for all hours worked in excess of their regular work day and in excess of their regular work week as provided in Section 1 above. If the ACO works in excess of eighty (80) hours in a pay period, the ACO may choose to accept compensatory time in lieu of overtime pay. The ACO may be allowed to accumulate a maximum of 20 hours of compensatory time. At his discretion, the Chief of Police, or his designee, may offer compensatory time off to the ACO for non-mandatory training and special events/investigations. The ACO may carry over no more than twenty (20) hours of compensatory time into the next fiscal year. At his discretion, the Chief of Police may direct an employee to discharge compensatory time in excess of twenty (20) hours, upon five (5) days' notice. A request to use accumulated compensatory time shall be made in writing by the ACO to the Chief of Police, or his designee, prior to the date requested. Unused compensatory time is not eligible for payout. The Chief of Police shall determine whether or not to authorize said compensatory time. The Town may pay accrued undischarged compensatory time earned at any time at the ACO's regular rate of pay as required under federal law. Upon termination of employment, the Town shall pay accrued undischarged compensatory time earned at the ACO's regular rate of pay as required under federal law.

Section 4. Rotation of Overtime. Overtime work shall be rotated and equally distributed among employees, subject to their availability to perform the work required. Any open shifts of sick, vacation leave, etc. will be filled with full-time dispatchers by rotation. In the event these individuals refuse said work, then in that event the Town may fill the position with reserve dispatchers or other limited period employees. In the event those individuals are not available for work, then the town may fill the positions with reserve dispatchers, limited period employees or an officer in the patrol division in accordance with wages agreed upon by the parties.

Section 5. Call Back. Employees covered by this Agreement shall receive a minimum of four (4) hours pay for "call-back" time. Call back shall be when an employee has left his regular scheduled shift and is called back anytime thereafter where hours are not continuous to the employees' normal work shift.

Order back for training sessions, with advanced notice, shall be considered overtime, not call-back. Employees shall be entitled to accept or decline an overtime shift in order of seniority. In the event that no employee accepts the overtime shift, the next person on the call back list will be ordered to work the open shift. The call back list is on a rotating basis, whereas the least senior employee is first to be ordered back. Once an employee is ordered back that employee goes to the

bottom of the list. In the event of a sick out for the following shift and no employee accepts that shift, the employee currently working will be ordered to stay for the open shift, provided the employee has not worked two consecutive shifts already.

Section 6. Prior to July 1<sup>st</sup> of each year, members shall re-bid for shifts, by seniority, for the upcoming fiscal year.

## ARTICLE XX TRAINING

Section 1. All newly hired dispatchers shall receive thirty-two (32) hours of in-house training. All dispatchers shall receive a refresher training course every two (2) years. If applicable, the Town shall reimburse the employee the fee for the cost of the seminar. Any dispatcher who provides on-the-job training for newly-hired personnel and/or retraining shall be entitled to an additional two dollars (\$2.00), per hour, for all training hours worked.

Section 2. Dispatchers shall be required to be trained in First Aid and CPR. The Town shall cover the cost of the training and shall make it available to dispatchers who have not had said training.

Section 3. Dispatchers who attend in-service training sessions during their off-duty hours shall be compensated at their regular rate of pay. If the training time results in the hours worked by the dispatcher in a given week exceeding 40 hours, the rate of pay will be at time- and-one-half of the regular rate of pay. Travel time is non-compensable. Time spent at training sessions shall not affect the dispatcher's normal work schedule

ARTICLE XXI  
WAGES

Section 1. All employees covered by this Agreement shall be paid salary in accordance with the scale below:

**Effective from 7/1/21 through 6/30/22.**

Minimum/New Hires	\$	20.99	2.0%
After 1 year	\$	22.29	2.0%
After 5 years	\$	24.38	2.0%
After 10 years	\$	25.66	2.0%
After 15 years	\$	26.65	2.0%

**Effective from 7/1/22 through 6/30/23.**

Minimum/New Hires	\$	21.41	2.0%
After 1 year	\$	22.73	2.0%
After 5 years	\$	24.86	2.0%
After 10 years	\$	26.18	2.0%
After 15 years	\$	27.18	2.0%

**Effective from 7/1/23 through 6/30/24.**

Minimum/New Hires	\$	21.84	2.0%
After 1 year	\$	23.19	2.0%
After 5 years	\$	25.36	2.0%
After 10 years	\$	26.70	2.0%
After 15 years	\$	27.72	2.0%

\*Includes \$0.50 per hour base pay increase in FY22 before 2% increase

Section 2. Shift Differential. Employees who work the midnight to 8:00 am shift or the 4:00 p.m. to midnight shift shall receive a \$.50 per hour shift differential.

Section 3. Longevity. No employees hired after January 1, 2008 shall be entitled to receive longevity. All employees hired before January 1, 2008 shall be entitled to receive longevity as follows: each employee with 5 years of experience will receive a 2% longevity increase, 10 years of service, a 3% longevity increase and 15 years of service, a 4% longevity increase which shall be the maximum longevity increased allowed; provided, however, that any employee already receiving 5% longevity increase as of the effective date of this contract shall be entitled to continue to receive said increase.

Section 4. All members of the bargaining unit shall be paid on a bi-weekly basis.

Section 5. Cleaning and Clothing Allowances

a. Uniform Cleaning Allowance- the Town shall provide Police Dispatchers and the ACO with an annual cleaning allowance of \$300.00, which shall be paid in July of each year.

b. Uniform Clothing Allowance - the Town shall provide Police Dispatchers and the ACO who have completed one (1) full year of work with a clothing allowance of \$300.00, which shall be paid in July of each year. First year employees shall not receive a clothing allowance. The Town shall provide them with a uniform issue consisting of two (2) pair of pants, two (2) summer shirts and two (2) winter shirts.

Section 6. Cell Phone Allowance. Police Dispatchers and the ACO shall receive an annual cell phone allowance of \$400.00, per year, for the term of this Agreement which shall be paid in July of each year.

Section 7. Contract Resolution Stipend. A one-time contract resolution stipend shall be paid to the employees at \$1,000.

Section 8. Accreditation Incentive. As of July 1, 2022, all members of the bargaining unit who are actively employed for any amount of time during any July 1- June 30 fiscal year period during which the Department achieves or maintains any level of Departmental Accreditation Status from either the Rhode Island Police Accreditation Commission (RIPAC) or the Commission on Accreditation for Law Enforcement Agencies (CALEA) shall receive an annual "Accreditation Incentive" payment in the amount of \$250.00 for that year, for each member's contribution to the Department's achievement of and maintenance of such accreditation status. Such payments shall be made on or about December 1<sup>st</sup> of that fiscal year.

ARTICLE XXII  
SUCCESSORS AND ASSIGNS

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

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

ARTICLE XXIII  
MISCELLANEOUS

Section 1. Representatives. The Union shall furnish in writing to the Employer the name of the steward, president and business manager of Local Union 808 and shall as soon as possible notify the Chief of Police and the Town Council in writing of any change thereto. The Union may be represented by representatives of the Rhode Island Laborers' District Council and/or counsel.

Section 2. Military Leave and Rights of Veterans. Military leave means training and service performed by inductee, enlistee, or reservist, or any entrant into a temporary component of the armed forces of the United States and time spent in reporting and returning from such training in service or if rejection occurs, from the place of reporting for service. It also includes active duty training as a reservist in the armed forces of the United States or as a member of the National Guard of the State of Rhode Island.

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

Section 3. Employee Performance Evaluations. The Town may conduct annual performance evaluations of employees to measure employees' on-the-job work performance of assigned duties and identify training needs. Evaluations shall be fair and impartial and documented in writing, in a standardized and equitable fashion, consistent with Town policy. Evaluations shall not be used for disciplinary purposes;

Section 4. Traffic Details. The employer agrees to allow members who have been so trained and certified to work Traffic Details. Members shall be granted the right of first refusal for same after full time and retired Hopkinton police officers.

ARTICLE XXIV  
DISCIPLINARY POLICY

Section 1. The Town hereby agrees that no member of the bargaining unit shall be disciplined in any manner or form without just cause. Any contested disciplinary action shall be processed through the grievance and arbitration procedures set forth in this Agreement. Any reprimand will be conducted privately and in such a manner as to avoid embarrassment to the employee.

Section 2. The Town shall notify the Union's Business Manager in writing of the imposition of a form of discipline other than an oral reprimand. At any meeting at which the principal topic is the imposition of discipline, an employee will be informed of his right to Union representation. The Town will honor any request in those circumstances.

Section 3. Prior to imposing discipline or termination, the Town may place an employee on administrative leave for a period of three (3) days. The Town shall provide the employee with notice of allegations of misconduct and afford the employee an opportunity to be heard. If required, the period of administrative leave may be extended to ten (10) days.

Section 4. An employee who has exhausted all forms of leave under this Agreement and fails to report to work may be discharged, provided just cause exists.

Section 5. After a reasonable passage of time from the imposition of discipline, an employee may submit a written request to the Town for the expungement of discipline. The Town shall have discretion to grant or deny any such request, provided that such exercise of discretion is not arbitrary or capricious.

#### ARTICLE XXV LAYOFF NOTIFICATION

Section 1. Layoff Notification. In the event of a layoff or reduction in workforce, the employer shall notify the Union 15 days in advance or as soon as they have knowledge thereof.

#### ARTICLE XXVI LEGAL DEFENSE

Section 1. Legal Defense. The Employer agrees to provide legal defense for and hold harmless employees who are defendants in civil litigation arising from their conduct on behalf of the Town; provided, however, that this provision shall apply only in cases in which the claim against the employee involves negligence of the employee within the scope of the employee's duties and not intentional misconduct or conduct outside of the scope of the employee's duties.

#### ARTICLE XXVII LIFE INSURANCE

Section 1. Life Insurance. The Employer shall provide term life insurance to all employees covered under this Agreement in the following amounts:

- Employees under the age of 65 in the amount of Fifty Thousand Dollars (\$50,000.00).
- Employees aged 65-69 in the amount of Thirty-two Thousand, Five Hundred Dollars (\$32,500.00).
- Employees 70 years of age or older in the amount of Twenty-five Thousand Dollars (\$25,000.00).

Upon retirement, the employee shall have the option to keep the policy at the employee's own expense.

ARTICLE XXVIII  
DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective July 1, 2021 and shall continue in full force and effect through June 30, 2024. The Town and Union shall abide by the provisions of the Municipal Employees' Arbitration Act, R.I.G.L. §§ 28-9.4-1 et seq.

Section 2. The provisions of the preceding section shall not prevent the parties, by written agreement, from extending any portion of this Agreement for any agreed upon period beyond its expiration date.

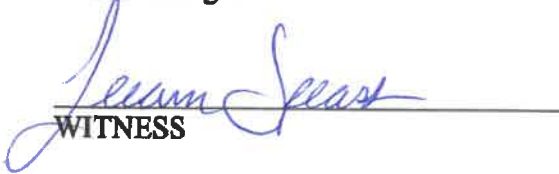
Section 3. Both Town and Union agree that in the future any reorganization of the town government will be cause for consultation regarding the number of employees in the bargaining unit with deference to the unit certifications in effect.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 7 day of March, 2023 by and through their respective duly authorized representatives.

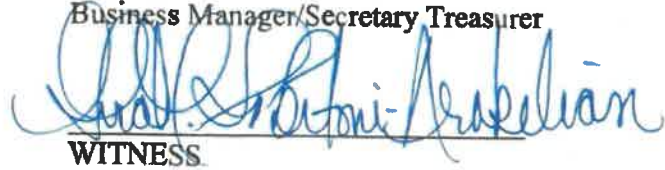
ON BEHALF OF THE TOWN  
OF HOPKINTON

  
BRIAN M. ROSSO  
Town Manager

  
WITNESS

RHODE ISLAND LABORERS' DISTRICT  
COUNCIL ON BEHALF OF LOCAL  
UNION 808 OF THE LABORERS'  
INTERNATIONAL UNION OF NORTH  
AMERICA AFL-CIO

  
MICHAEL F. SABITONI  
Business Manager/Secretary Treasurer

  
WITNESS

LABORERS' LOCAL UNION 808 OF  
THE LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA AFL-CIO

  
KAREN HAZARD  
Business Manager

  
WITNESS

**CONFIDENTIAL HEALTH CARE PROVIDER CERTIFICATE**

I, \_\_\_\_\_, a health care provider duly licensed as  
(Name of Health Care Provider)

a \_\_\_\_\_ to practice in the State of \_\_\_\_\_, do hereby  
(Health Care Provider Licensure) (State Where Licensed)

certify to a reasonable degree of medical probability that:

1. I \_\_\_\_\_ examined \_\_\_\_\_ treated \_\_\_\_\_  
(Check one or both) (Name of Patient/Town of Hopkinton Employee)  
on \_\_\_\_\_  
(Date/Dates of Examination/Treatment)

2. The \_\_\_\_\_ illness \_\_\_\_\_ injury \_\_\_\_\_ condition \_\_\_\_\_ symptoms which I  
(Check all that apply)  
\_\_\_\_\_ diagnosed \_\_\_\_\_ treated did functionally impair \_\_\_\_\_  
(Check one or both) (Name of Patient/Town of Hopkinton Employee)

from performing his/her regular duties and responsibilities as a \_\_\_\_\_ for  
the Town of Hopkinton (Job Title or Position)  
from \_\_\_\_\_ and continuing through \_\_\_\_\_  
(Initial Date of Impairment) (Ending Date of Impairment)

3. I further certify and confirm that I have been provided with sufficient information,  
including a description of the regular tasks, duties, responsibilities and work schedule of  
\_\_\_\_\_  
(Name of Patient/Town of Hopkinton Employee)

4. \_\_\_\_\_ is fit for full and unrestricted duty unless  
(Name of Patient/Town of Hopkinton Employee)  
specifically noted below.

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

Name of Health Care Provider: \_\_\_\_\_  
(Print Full Name)

Address of Health Care Provider: \_\_\_\_\_  
\_\_\_\_\_

Signature of Health Care Provider: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_ (Sign Here)

PLEASE RETURN THIS FORM TO THE TOWN OF HOPKINTON,  
ATTN. TOWN MANAGER OR TO THE PATIENT/EMPLOYEE