

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF HOPKINTON

AND

RHODE ISLAND LABORERS' DISTRICT COUNCIL

ON BEHALF OF

LOCAL UNION 808

OF THE

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
AFL-CIO**

EFFECTIVE: JULY 1, 2021 TO JUNE 30, 2024.

DEPARTMENT OF PUBLIC WORKS

TABLE OF CONTENTS

<u>ARTICLES</u>	<u>SECTIONS</u>	<u>PAGE NOS.</u>
ARTICLE I	PREAMBLE	1
ARTICLE II	NO DISCRIMINATION	2
ARTICLE III	UNION RECOGNITION	2
ARTICLE IV	UNION SECURITY AND DUES DEDUCTION	4
ARTICLE V	MANAGEMENT RIGHTS	6
ARTICLE VI	STABILITY OF AGREEMENT	7
ARTICLE VII	BULLETIN BOARDS	8
ARTICLE VIII	SAFETY AND HEALTH	8
ARTICLE IX	NO STRIKE/NO LOCKOUT	8
ARTICLE X	GRIEVANCE PROCEDURE	9
ARTICLE XI	SENIORITY	11
ARTICLE XII	VACATION TIME	12

<u>ARTICLES</u>	<u>SECTIONS</u>	<u>PAGE NOS.</u>
ARTICLE XIII	SICK LEAVE	14
ARTICLE XIV	BEREAVEMENT LEAVE	17
ARTICLE XV	JURY DUTY	17
ARTICLE XVI	HOLIDAYS	17
ARTICLE XVII	HEALTH AND PENSION	19
ARTICLE XVIII	TEMPORARY DISABILITY INSURANCE	21
ARTICLE XIX	HOURS OF WORK	21
ARTICLE XX	WAGES	23
ARTICLE XXI	LONGEVITY	25
ARTICLE XXII	SUCCESSORS AND ASSIGNS	26
ARTICLE XXIII	MISCELLANEOUS	26
ARTICLE XXIV	STATE OF EMERGENCY	27
ARTICLE XXV	LAYOFFS	28

ARTICLES

SECTIONS

PAGE NOS.

ARTICLE XXVI

DURATION OF AGREEMENT

28

ARTICLE XXVII

DISCIPLINARY POLICY

28

AGREEMENT

This AGREEMENT entered into effective the 1st day of July, 2021 by and between the TOWN OF HOPKINTON (“Town” or “Employer”), Department of Public Works, as established in the recognition clause of the Certifications issued by the Rhode Island Labor Relations Board case EE-3495, hereinafter referred to as the “Employer”, and the Rhode Island Laborers’ District Council on behalf of LOCAL UNION 808, and Affiliate of the Laborers’ International Union of North America, AFL-CIO, hereinafter referred to as the “Union”.

ARTICLE I

PREAMBLE

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

Section 2. The Town and the Union encourage the highest possible degree of practical, friendly, cooperative relationship between the respective representatives at all levels. The officials of the town and the Union realize that this goal depends primarily upon cooperative attitudes between people in their respective organizations and at all levels of responsibility and that proper attitudes must be based upon full understanding of and in regard for the respective rights and responsibilities of both the Town and the employees.

ARTICLE II

NO DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against any employee because of age, race, color, sex, sexual preference, sexual orientation, gender identity or expression, creed, religion, political affiliation, national origin, or any other prohibited basis of discrimination in violation of any applicable statute, and any and all claims of discrimination shall be pursued under the provisions of the applicable statute, which shall be deemed to afford the claimant his or its exclusive remedy, notwithstanding any of the provisions of this Agreement. 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.

Section 2. All references to the term "employee" in this Agreement, as well as the use of the pronouns "he", "him", "his" and "they" are intended to include both genders and wherever the male gender is used it shall be construed to include male, female and transgender employees.

ARTICLE III

UNION RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for, and this Agreement shall apply to, all employees employed by the Employer in the classifications in the Department of Public Works as set forth within the scope of Bargaining Unit SLRB Case No. EE-3495.

Section 2. Part-time or 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 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 or to replace an 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 extension of such family leave. Limited period employees, as defined above, shall have no seniority during the term they occupy the status of limited period employee, 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 that status, may be terminated for any reason without recourse under this Agreement.

Section 3. All employees hired after the effective date of this Agreement shall serve a probationary period of six (6) months during which they may be discharged without recourse to the grievance and arbitration provisions under this Agreement. Upon the satisfactory completion of the probationary period, the employees' seniority hereunder shall commence retroactive to date of hire. The Director of Public Works reserves the right to extend the probationary period if said performance is unsatisfactory for the first six months, for two increments of three (3) additional months each, not to exceed one year, with the acknowledgement of the Union. Any extended probationary employee may be discharged without recourse to the grievance and arbitration provisions under this Agreement.

Section 4. The Employer agrees not to enter into any agreement or contract with members of the bargaining unit, individually or collectively, which is inconsistent with the provisions

of this Agreement, nor shall the Employer negotiate or bargain with them unless it is through the duly authorized representative of the Union, and any such agreement entered into in violation of this section shall be null and void.

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

ARTICLE IV

UNION SECURITY DUES AND NON-MEMBER FEES DEDUCTION

Section 1. 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 due and/or 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 biweekly 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 the management of the operations of the Town including, but not limited to, the work to be 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, to contract and sub-contract, transfer, discipline, or discharge for such cause and layoff because of lack of work or other legitimate reasons, to include fiscal constraints, and to enforce rules and regulations provided, however, that work may be contracted or subcontracted under this Section only if 1. in the

discretion of the Director of Public Works there are no employees capable of performing the required work, or 2. the work is within the capabilities of the employees, the work has been offered to them and they have refused or been unable to perform it.

ARTICLE VI

STABILITY OF AGREEMENT

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

Section 2. This Agreement constitutes the entire agreement between the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall be reduced by 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 this Agreement, each has had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE VII

BULLETIN BOARDS

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

ARTICLE VIII

SAFETY AND HEALTH

Section 1. 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 Director of Public Works.

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

ARTICLE X

GRIEVANCE 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/or a duly authorized representative of the Union. 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 settlement grievances, attend town meetings, and attend union negotiations, 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.

Step 1. Employees in the first instance may register grievances with the steward of the Union who shall present such grievances to the Director of Public works, or his designee, in writing. The Director of Public Works, or his designee, shall have ten (10) working days to adjust the grievance. Any grievance which is not presented within ten (10) working days of the date of the occurrence shall be deemed to have been waived.

Step 2. If unable to reach satisfactory adjustment within ten (10) working days, the Union shall submit the grievance in writing to the Town Manager or his designee within fifteen (15) working days. A response to the Union by the Town Manager or his designee 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 promoting the welfare of both parties of this Agreement.

Section 4. If a grievance is not settled, such grievance 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 arbitration, including the fees of the arbitrator shall be borne equally by the parties. The arbitrator shall have no power to alter, amend, add to 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.

ARTICLE XI

SENIORITY

Section 1. Seniority shall be defined as follows:

- a) "Primary Seniority" is the length of service within a classification position in the Town of Hopkinton Department of Public Works;
- b) "Secondary Seniority" is the length of service an employee has worked for the Town of Hopkinton.

Section 2. Seniority shall accumulate during absence between on-the-job illness and injury, authorized vacation or authorized leave.

Section 3. Seniority shall be construed broken only for the following reasons:

- a) When an employee has been discharged for just cause;
- b) When an employee voluntarily terminates his employment;
- c) When an employee fails to respond to a recall notice within ten (10) working days;
- d) When an Employee exceeds an authorized leave of absence;
- e) When an Employee engages in other work without authorization while on leave of absence.

Section 4. In the event a reduction in the work force is required and implemented, the most junior employee in the bargaining unit by classification shall be subject to layoff. The employee thus affected may exercise his seniority within the Department in any equal or lower rated classification provided he has the ability to perform the duties of the classification. Ability to perform the duties of the classification shall mean the ability to perform the duties of the classification after a trial period of ten (10) days worked. The determination as to whether an employee has the ability to perform the duties of the classification shall be made at the conclusion of the trial period by the employee's supervisor.

ARTICLE XII

VACATION LEAVE

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

- After the completion of 6 months, 5 days to be used within the next 5 months (1.5385 hours, per pay period).
- After the completion of 1 year, 10 days (3.0769 hours, per pay period).
- After the completion of 3 years, 15 days (4.6154 hours, per pay period).
- After the completion of 10 years, 20 days (6.1538 hours, per pay period).
- After the completion of 15 years, 21 days (6.4615 hours, per pay period).
- After the completion of 20 years, 25 days (7.6923 hours, per pay period).

Section 2. 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 the 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.

Section 3. 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 of three (3) days or more, or twenty-four (24) hours in advance of any vacation request of less 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) Scheduling of vacation time shall be in the order of departmental seniority with preference being given to the persons having the longest employment in the department. All employees who schedule vacation six (6) months in advance from the commencement of their vacation shall be guaranteed of the leave. 3) Granting of vacation time is mandatory upon the Director of Public Works 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.

3) Unused vacation leave is not subject to buyback.

4) May only be taken in four or eight hour time-blocks.

5) Employees may only carry over eighty (80) hours of accrued vacation time past their date of hire anniversary date into the next year. Any accrued vacation time in excess of eighty (80) hours after their hire anniversary date shall be forfeited.

Section 4. Personal Leave Days. In addition to the above, effective July 1 of each year, permanent, full-time employees shall receive three (3) personal days. Employees shall notify the employer prior to the start of their work day that they will be taking a personal day. Personal days shall be taken in full or one-half day increments and must be taken by June 30th in the same fiscal year. No credit for personal leave will be given past such date.

Unused personal leave days are not subject to buyback.

ARTICLE XIII

SICK LEAVE

Section 1. All permanent, full-time employees, excluding part-time and temporary employees, are entitled to fifteen (15) days of sick leave, per year, accrued by pay period (4.615 hours, per pay period). A member of the bargaining unit will be allowed to accumulate all 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/her 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 incapacity beyond the employee's control;
- b) when an illness in the immediate family requires the employee's personal attention and the necessity of such attention, said leave shall be in accordance with the Family Medical Leave Act (FMLA) or the Rhode Island Parental and Family

Medical Leave Act (RIPFMLA) as referenced in Section 7. An employee's use and discharge of sick leave which is FMLA-qualifying or RIPFMLA-qualifying leave, shall run concurrently with such FMLA and RIPFMLA 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 for that day or period of absence unless the failure to notify the supervisor was due to extenuating circumstances beyond the 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 Director, 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 Director of Public Works 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 that period of absence.

Section 5. 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 doctor's certification to substantiate sick leave for the third (3rd) or any additional absences.

Section 6. In the event an employee who has worked for the Town two (2) or more years has used up all accumulated sick and annual leave due to a serious and protracted illness, said employee may apply in writing to the Department Head and the Town Manager for an extension of sick leave beyond that accumulated by the employee, not to exceed ten (10)

working days in any calendar year. Leave granted under this provision shall be charged to sick leave accumulated upon the employee's return to work at the rate of one-half (1/2) day per month until the deficit is eliminated. The decision whether to grant leave under this provision shall be at the discretion of the Town Manager.

Said decision shall not be subject to the grievance procedure. In case of disagreement the Union representative and the Town Manager shall meet to resolve the dispute.

Section 7. 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 days leave, with pay, directly following a death in the immediate family will be granted to an employee to coincide with the funeral services. For purposes of this section, "immediate family" shall be: wife, husband, mother, father, son, daughter, brother, sister or significant other residing in the household. A maximum of three days leave, with pay, directly following the death of a mother-in-law, father-in-law, grandmother, grandfather and grandchild will be granted to an employee to coincide with the funeral services. One 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

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 the 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

Labor Day

Christmas Day

July Fourth

½ Day Before Christmas

Juneteenth

Section 2. As set forth herein, employees shall receive pay for the above holidays provided that they shall have worked their last scheduled working day preceding such holiday and their first scheduled working day following such holiday unless their absence on either of such days was a result of illness, for which time the Public Works Director shall require a physician's certificate or other satisfactory evidence. All permanent, 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 day. Holidays that fall on Saturdays or Sundays are observed on Fridays or Mondays.

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, in addition to his holiday pay, either time and one-half his regular rate of pay for such day or an additional day off with pay. Employees who work on Thanksgiving Day, Christmas Day or New Year's Day will be paid double time, plus holiday pay.

ARTICLE XVII

HEALTH AND PENSION

Section 1. Health and Dental Insurance. The Employer will provide dental insurance 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 (Tier 1)/\$25 (Tier 2)/\$40 (Tier 3)/\$40 (Tier 4), and the equivalent mail order co-pay, with 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 the health and dental coverage at a rate of twenty-one percent 21% for each fiscal year.

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 maximum of \$3,500.00, paid in two equal installments each year.

Section 4. Eye Care Insurance. The Employer shall reimburse each employee up to a maximum of two-hundred dollars (\$200.00) once every two years, upon presentation of a receipt.

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. in accordance with the Rhode Island General Laws.

- 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 Plan C R.I.G.L. 45-21-52. Under the 403(b) pension plan, the Town shall contribute 3% of the employees' annual compensation into this plan. The Town's contribution to this plan shall be made monthly. 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.
- 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.

Section 6. The Employer shall provide term life insurance to all employees in the following amounts:

- Employees under the age of 65 in the amount of Fifty Thousand Dollars (\$50,000.00).
- Employees age 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).

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 state statute.

Section 1. It is agreed by the employees that notification will be given to the Town within twenty-four (24) hours, of the alleged injury said to have been sustained by any employee arising outside of their employment.

Said notification shall also be given to the Business Manager of the Union or President of the Union.

Section 2. 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. The Town shall provide Workers' Compensation coverage for those employees covered under the Act and they shall receive compensation only under the provisions of statute, which does not include usage of sick leave or annual leave. Any employee allegedly sustaining a personal injury arising out of and in the course of his employment with the Town shall immediately or within twenty-four (24) hours notify their immediate supervisor or his designee of the injury. If permissible under the Workers Compensation Act, and consistent with physical capabilities, employees may be required to work modified or light duty, as assigned by the Town.

ARTICLE XIX

HOURS OF WORK

Section 1. The normal work shift for Public Works employees shall be Monday through Friday, 7:00 a.m. to 3:00 p.m., but may be changed at the discretion of the Public Works Director with seven (7) days notice. Forty (40) hours shall constitute a normal work

week, with ½ hour paid lunch, (1) 15 minutes paid break in the morning and (1) 15 minutes paid break in the afternoon, for said public works employees.

Section 2. 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. Employees shall receive double time (200% of their regular rate of pay) for all hours worked on a Sunday that do not fall on Thanksgiving, Christmas or New Year's Day. For pay rates applicable to those three holidays, see Article XVI, §4.

Section 3. Rotation of Overtime. Overtime work shall be rotated and equally distributed among employees, subject to their ability to perform the work required.

Section 4. Call Back. Employees shall receive a minimum of three (3) hours pay for "call-back" time. Call-back shall not be used for the purpose of having an employee report to work prior to the beginning of his assigned starting time. If an employee is required to report to work within four (4) hours of their starting time, they shall be paid overtime.

Section 5. No employee shall be required to work more than sixteen (16) consecutive hours in any twenty-four (24) hour period during emergencies without eight hours off provided that the Employer may utilize private subcontractors. Employees who feel the need to be relieved shall notify their superior immediately and return to the facility for replacement.

ARTICLE XX

WAGES

Section 1. All employees shall be paid in accordance with the pay rates set forth

below:

	<u>Date</u>	<u>Rate/Hour</u>	<u>Increase</u>
Custodian	FY22*	\$23.86	2.0%
	FY23	\$24.33	2.0%
	FY24	\$24.81	2.0%
Maintenance Operator I	FY22*	\$25.19	2.0%
	FY23	\$25.69	2.0%
	FY24	\$26.20	2.0%
Mechanic	FY22*	\$27.08	2.0%
	FY23	\$27.62	2.0%
	FY24	\$28.17	2.0%

* Any employee employed as a Maintenance Operator or Mechanic will receive an additional \$0.50 base pay rate adjustment in FY22.

Section 2. All employees who commence employment with the Town after the effective date of this Agreement shall be paid in accordance with the stepped pay rates set forth below:

	<u>Number</u>	<u>Step</u> <u>Period</u>	<u>FY21</u>		<u>FY22*</u>		<u>FY23</u>		<u>FY24</u>	
			<u>Rate</u>	<u>Increase</u>	<u>Rate</u>	<u>Increase</u>	<u>Rate</u>	<u>Increase</u>	<u>Rate</u>	<u>Increase</u>
Custodian	1	0-12 months	\$20.02	1.0%	\$20.42	2.0%	\$20.82	2.0%	\$21.23	2.0%
	2	12-24 months	\$21.71	1.0%	\$22.14	2.0%	\$22.58	2.0%	\$23.03	2.0%
	3	Over 24 months	\$23.40	1.0%	\$23.86	2.0%	\$24.33	2.0%	\$24.81	2.0%

Maintenance Operator I	1	0-12 months	\$20.86	1.0%	\$21.78	2.0%	\$22.21	2.0%	\$22.65	2.0%
	2	12-24 months	\$22.55	1.0%	\$23.51	2.0%	\$23.98	2.0%	\$24.45	2.0%
	3	Over 24 months	\$24.21	1.0%	\$25.19	2.0%	\$25.69	2.0%	\$26.20	2.0%
Mechanic	1	0-12 months	\$22.69	1.0%	\$23.65	2.0%	\$24.12	2.0%	\$24.60	2.0%
	2	12-24 months	\$24.37	1.0%	\$25.36	2.0%	\$25.86	2.0%	\$26.37	2.0%
	3	Over 24 months	\$26.06	1.0%	\$27.08	2.0%	\$27.62	2.0%	\$28.17	2.0%

***Any employee employed as a Maintenance Operator or Mechanic will receive an additional \$0.50 base pay rate adjustment in FY22.**

Section 3. Any employee employed as a Maintenance Operator I who uses his Class A license for the benefit of the Town during working hours shall be paid an additional \$20.00 per day for the day in which the employee has performed these services. Any employee employed as a Maintenance Operator I who assists the Mechanic shall be paid an additional \$20.00 per day for the day in which the employee has performed these services.

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

Section 5.

- a. Subject to the availability of Town owned vehicles, custodians shall be offered the opportunity to plow snow.
- b. The town may utilize its qualified employees for electrical, HVAC and sheet metal work that fall outside the normal job description of the employee and requires technical qualifications to perform, at an additional rate of \$20/day.

Section 6. The Town shall pay each employee a one-time contract resolution stipend, less ordinary and customary payroll deductions as follows:

- Maintenance Operators: \$250
- Mechanics: \$250
- Custodial: \$1,000

Section 7. Additionally, any Employee employed as a Maintenance Operator or Mechanic will receive an additional \$0.50 base rate adjustment in FY22.

Section 8. The Town has discretion to recruit and hire any new employee in any classification at any of the rates among the three (3) steps in Appendix A; provided however, that if the Town hires a new employee at rate above the first step, it shall so notify the Union in writing.

ARTICLE XXI

LONGEVITY

Section 1. Employees employed by the Town at or prior to July 1, 2012 shall receive a longevity payment based on his yearly compensation as follows:

5 years	2 %
10 years	3%
15 years	4%

Said payments will be paid in the payroll period, in which his date of anniversary occurs.

Section 2. Employees who commence employment with the Town after July 1, 2012 shall receive longevity payment passed on their yearly compensation as follows:

5 years	2%
10 years	3%

Said payments will be paid in the payroll period, in which his date of anniversary occurs.

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 Department Head, Town Council or designee 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. Work Boots and Uniforms. The Town will reimburse for work boots or safety shoes (steel toe or composite), which must be worn unless otherwise directed by the Employer, upon submission of a receipt up to an amount of two-hundred dollars (\$200.00), every year of this Agreement, for each member of the bargaining unit. The Town will provide uniforms, which must be worn at all times, for each member of the bargaining unit for each year of this Agreement.

Section 4. 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, impartial and documented, in writing, in a standardized and equitable fashion, consistent with Town policy. Evaluations shall not be used for disciplinary purposes; provided however, that evaluations may be used to support a discharge of an employee based on performance deficiencies, negligence, incompetence or related just cause standards.

ARTICLE XXIV

STATE OF EMERGENCY

Section 1. State of Emergency. In the event the Governor of the State or the Town Manager declares a state of emergency and Town offices are closed during regular business hours (Monday through Friday, 8:30 a.m. until 4:30 p.m.), employees who are required to work during those hours when other employees are so excused shall be paid time and one half in the form of either compensatory time off or cash payment for this service, at

the discretion of the Town Manager. This time-and-one-half pay provision shall not apply to public health emergencies, such as a pandemic.

ARTICLE XXV

LAYOFFS

Section 1. Layoffs. There shall be no layoffs of present staff during the life of this Agreement, except as provided in Article V.

Section 2. Notification. The Employer shall notify the Union 15 days in advance or as soon as it has knowledge of any reduction in workforce or layoff.

ARTICLE XXVI

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.

ARTICLE XXVII

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, except for a counseling session, 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.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 19th day of July, 2022 by and through their respective duly authorized representatives.

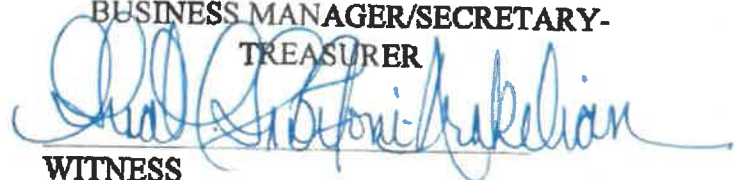
ON BEHALF OF THE TOWN
OF HOPKINTON


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