

COLLECTIVE BARGAINING AGREEMENT BETWEEN

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

LOCAL 3163

AND

THE TOWN OF HOPKINTON, RHODE ISLAND

CLERICAL EMPLOYEES

JULY 1, 2024 - JUNE 30, 2027.

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AGREEMENT

This Agreement is made and entered into on _____, 2024 by and between Rhode Island Council 94, of the American Federation as the “Union”, and the Town of Hopkinton, Rhode Island, hereinafter referred to as the “Town” or “The Employer”.

ARTICLE 1

RECOGNITION

- 1.1 The Town of Hopkinton, Rhode Island, its successors and assigns recognize the Union as the sole and exclusive bargaining agent with regard to wages, hours of work, and all other working conditions for all employees in the bargaining unit as certified in State of Rhode Island, State Labor Relations Board Case No. EE-3624 on January 24, 2000 excepting those employees as may be excluded from the bargaining unit.
- 1.2 The Town Manager’s Administrative Assistant is a confidential, non-union employee and is not covered by this Agreement. Seasonal employees, meaning those persons employed to perform work on a seasonal basis of not more than sixteen (16) weeks or who are part of an annual job employment program, are not covered by this Agreement.
- 1.3 Part-time employees are those employees who work less than forty (40) hours per week.

ARTICLE 2

NON-DISCRIMINATION

- 2.1 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.

2.2 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*.

2.3 As used in this Agreement, the term “domestic partner” shall mean those persons who provide an affidavit under oath to the Finance Director certifying that:

- a.** the partners are at least eighteen (18) years of age and are mentally competent to contract;
- b.** the partners are not married to anyone;
- c.** the partners are not related by blood to a degree which would prohibit marriage in the state of Rhode Island;
- d.** the partners reside together and have resided together for at least one year;
- e.** the partners are financially interdependent as evidenced by at least two (2) of the following:
 - 1.** a domestic partnership agreement or relationship contract;
 - 2.** a joint mortgage or proof of joint ownership of primary residence;
 - 3.** Two (2) of the following:
 - (a)** Joint ownership of a motor vehicle;
 - (b)** Joint checking account;
 - (c)** Joint credit account;
 - (d)** Joint lease; and/or

- (e) evidence that the domestic partner has been designated as a beneficiary for the employee's will, retirement contract or life insurance.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1** 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, transfer, discipline or discharge for just cause and layoff because of lack of work or other legitimate reasons; and to enforce rules, regulations, policies and procedures. Provided, however, that work may be contracted or subcontracted on a limited basis as provided for in Section 2 of this Article.
- 3.2** 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 and immediately

precedes permanent employee status. Limited period employees, while they occupy the status, may be terminated for any reason without recourse under this agreement. Special projects are those tasks that cannot be completed by a bargaining unit member either because of lack of necessary skill or time commitment required.

ARTICLE 4

UNION SECURITY DUES AND NON-MEMBER FEES DEDUCTION

- 4.1 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; provided however, that consistent with R.I.G.L. § 28-9.4-8 (f), any

employee(s) in the bargaining unit, who are not members of the exclusive bargaining representative organization, may be required by the Union to pay a reasonable charge for representation in grievances and/or arbitrations brought at the nonmember's request.

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 monthly 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.

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

ARTICLE 5

PROBATIONARY PERIOD

5.1 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. If the Town Manager determines that the employee's performance is unsatisfactory after the first six months, he/she shall have the right to extend the probationary period for two increments of three additional months not to exceed one year, upon notification of the Union. Upon the satisfactory completion of the probationary period, the employee's seniority hereunder shall commence, retroactive to the date of hire. During the probationary period, an employee may be terminated for any reason, in the Employer's sole and exclusive discretion, and shall have no redress through the grievance and arbitration procedures of this Agreement.

ARTICLE 6

SENIORITY, POSTING OF VACANCIES & BIDDING

6.1 Primary seniority shall be defined as the total length of service by an employee within the bargaining unit. Seniority shall accrue upon successful completion of an employee's probationary period and shall be retroactive to an employee's first day of employment or as referenced in Article 3 Section 2 as applicable. Secondary seniority shall be defined as total length of service within the employee's classification.

6.2 Upon request by the Union, but in no event more than once per calendar year, a seniority list shall be provided by the Town to the Union.

6.3 An employee shall forfeit all seniority rights in the event that:

- a. The employee is discharged for just cause;
- b. The employee terminates voluntarily;
- c. The employee is laid off for a period in excess of eighteen (18) months;
- d. An employee fails to return to work upon the expiration of any authorized leave of absence;
- e. When an employee engages in other work without authorization while on sick leave or other unpaid leave of absence;
- f. When an employee fails to respond to a recall notice within ten (10) working days.

6.4 In the event a layoff in a classification within a department should be deemed necessary by the Employer, it shall occur in order of inverse primary seniority.

6.5 (a.) Upon declaration of a vacancy in a bargaining unit position by the Employer, and upon further determination by the Employer to fill such vacancy, notice of the vacancy shall be posted on the bulletin board in the Town Hall for a period of seven (7) working days.

An employee interested in filling a posted vacancy may submit a bid in writing directed to the Town Manager during the posting period. The Town shall fill the vacancy based upon its discretionary consideration of qualifications, experience and ability, as determined by the Employer. In those instances, in which these criteria are adjudged relatively equal by 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 qualified employees within the bargaining unit. The Employer may fill the vacancy from any source. 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 of the

Employer, unless it is found by clear and convincing evidence to have been arbitrary or capricious.

(b.) Successful bidders from within the bargaining unit shall be afforded a thirty (30) day trial period in the new position. If within the trial period it is determined by the appropriate Department Head that the employee does not have the ability to perform the work or the employee's work performance is unsatisfactory, employee shall be returned to his/her previous position and rate of pay. If during the trial period, the employee chooses to return to his/her previous position, employee shall be returned to his/her position and rate of pay. Said employee may pursue this matter, subject to the grievance and arbitration provisions of this agreement, as to his/her ability to perform the work and/or unsatisfactory job performance.

6.6 The Town will use good faith and make its best effort to fill positions within ninety (90) calendar days of becoming vacant.

ARTICLE 7

HOURS OF WORK/SHIFT SELECTION

7.1 Regular hours for employees shall be eight (8) consecutive hours of five (5) consecutive days Monday through Friday. Hours shall be 8:30 a.m. to 4:30 p.m. Upon approval of the Town Manager employees may work a flextime schedule. The Town will use its best efforts to assure clerical employees a 15-minute paid break twice daily. Part time employees shall have this break pro-rated. Clerical employees shall be entitled to a one (1) hour paid lunch break daily.

7.2 Overtime. Employees are not permitted to work beyond or outside their regularly-scheduled hours of work, or in excess of forty (40) hours per week, unless they are

expressly authorized to do so by the Town Manager, in which case, such employees shall receive compensatory time off for all such hours worked at the rate of time and one half. Compensatory time shall be used within sixty (60) days of accrual. At the sole discretion of the Town Manager, this period may be extended.

7.3 Employees shall record their time on a daily basis on forms to be provided by Town.

ARTICLE 8

HOLIDAYS

8.1 The following shall constitute holidays for purposes of this Agreement:

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

8.2 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, which may require a physician's certificate or other satisfactory evidence if requested by the Town Manager, or pre-approved leave.

8.3 In the event a holiday falls on a Sunday, it shall be celebrated on Monday. In the event a holiday falls on a Saturday, it shall be celebrated on a Friday.

8.4 An employee required to work on a holiday which falls during his or her normal work week, to which he or she is entitled under this Agreement, shall be paid or receive compensatory time at time and one-half his or her regular rate of pay for such day in addition to this holiday pay.

8.5 Part-time employees shall only be paid for the holidays that fall on their regularly scheduled workday.

ARTICLE 9

VACATION

9.1 *Permanent full-time* employees of the bargaining unit shall be granted annual leave at the employee's regular rate of pay in accordance with the following schedule:

Start <i>through</i> year 1	= 5 days (1.538 hours per pay period)
Start of year 2 through year 3	= 10 days (3.076 hours per pay period)
Start of year 4 through year 10	= 15 days (4.615 hours per pay period)
Start of year 11	= 20 days (6.153 hours per pay period) plus 1 additional day for each year thereafter up to a maximum of twenty-five (25) days.

Part time employees shall be entitled to the above benefits on a pro-rated basis.

9.2 Employees with one (1) or more years of service shall be allowed to carry over a maximum of ten (10) unused vacation days to the next year. At the sole discretion of the Town Manager, the number of carry-over days may be increased.

9.3 (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 unaccrued leave. The employer shall have the right to withhold any such used but unaccrued vacation leave from the employee's final paycheck. It is expressly understood that as a result

of the change to the accrual method of vacation leave, no employee shall lose any earned vacation days.

(b) (1) All employee vacation requests for more than three (3) days shall be submitted in writing to the Town Manager at least two (2) weeks in advance of the requested date to commence discharge of vacation leave, the approval of which shall not be unreasonably denied.

(2) All employee vacation requests for less than three (3) days shall be submitted in writing to the Town Manager prior to the requested date or dates for which vacation is requested to commence, the approval of which shall not be unreasonably denied.

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

(4) Nothing herein shall preclude the Town Manager's approval of an employee's request to discharge vacation leave without the advance written notice required in Paragraphs (1) and (2), above, if such approval and the employee's absence will not adversely impact the operations of the Department.

ARTICLE 10

SICK LEAVE

10.1 (a) All permanent full-time employees, excluding part-time and temporary are entitled to sick leave at the rate of one and one-quarter days per month for a total of fifteen (15)

days per year accrued per pay period. A member of the bargaining unit will be allowed to accumulate all unused sick leave, with no upward limit. 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. There shall be no compensation of unused sick time for employees who leave their position for any reason other than those who retire.

- (b) All part time employees shall be entitled to sick leave benefits as detailed in paragraph 10.1 (a), above, on a pro-rated basis or those provided in the R.I. Healthy and Safe Families and Workplaces Act, whichever is greater.

10.2 Sick leave shall not be considered a privilege which may be used by the employee at his or her discretion but shall be allowed only for a medically necessary absence under the following conditions:

- (a) Personal illness; physical incapacity beyond the employee's control, injury or exposure to contagious disease which disables an employee from performing his regular duties and responsibilities.
- (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 required by the Town. Immediate family, as used herein, shall mean the employee's spouse, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, son, stepson, daughter, stepdaughter or the employee's domestic partner residing in the household. Such days shall not exceed five (5) days per year.
- (c) Such leave shall be in accordance with the Family Medical Leave Act, Temporary Caregiver Insurance Program and the Rhode Island Parental and Family Leave Act

as referenced in Section (d). 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.

- (d)** 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.

10.3 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.

10.4 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/her return to work and shall be submitted to the Department Head, or his/her designee.

10.5 When the absence is three (3) or more consecutive days, the employee's Department Head 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.

10.6 In the event an employee who has worked for the Town two (2) or more consecutive years has used up all accumulated sick, personal, and vacation leave due to serious or protracted illness, said employee may apply in writing to the Department Head and 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) days per month (.461 hours per pay period) 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 and the Town Manager's decision shall be final and binding on the parties.

10.7 Sick Leave Bank – The Union and the Town agree to the establishment of an Employee Sick Leave Bank ("ESLB"), subject to the terms and conditions set forth herein and such rules and regulations as may be promulgated by the ESLB Committee.

The purpose of the ESLB is to generate a pool of employee-donated sick leave which may be used to compensate eligible employees afflicted with a major or catastrophic illness or injury (which is not compensable or covered under the Rhode Island Workers' Compensation Act) and who have exhausted all accrued and accumulated sick leave under Section 12.5 of this Article and all other forms of paid leave which may be accumulated under this Agreement.

The ESLB shall be funded with contributions of an employee from his accumulated sick leave. Employee contributions of sick leave are voluntary, but if made, shall be in an initial minimum amount of five (5) days to join the ESLB and two and one-half (2½) days per annual contribution period.

An employee's election to contribute to the ESLB must be expressed in writing on a form provided by the Town. An employee with less than twelve (12) accumulated days of sick leave shall not be permitted to donate to the ESLB under any circumstances. Employee sick leave contributions to the ESLB shall be made annually during the contribution period commencing December 1 and ending December 31. Adjustments to sick leave balances will be made during the first pay period in the subsequent calendar year. All employee sick leave contributions to the ESLB are irrevocable and without any reversionary rights in the donor-employee.

The ESLB shall be governed and administered by a four (4) member ESLB Committee consisting of two (2) designees of the Union, Town Manager or his designee and the Town's Finance Director who shall serve as a non-voting ex-officio member.

The ESLB Committee shall use such data and criteria as it, in its sole discretion, deems necessary for the purpose of assessing and passing upon the merits of any application for sick leave benefits, including but not limited to:

- a) competent medical evidence from a board-certified specialist in a relevant field of medicine related to the applicant's affliction, verifying the applicant's diagnosis, treatment, disability from conducting the regular duties and responsibilities of his employment and prognosis;
- b) prior utilization and exhaustion of all other sick leave benefits and all other forms of paid leave by the applicant pursuant to other Sections of this Article;
- c) the amount of sick leave days donated in the bank and available for all employees in the bargaining unit; and
- d) the number of applicants.

No employee shall be entitled to apply for or use sick leave benefits from the ESLB for the illness of anyone but the employee himself. No employee shall be entitled to apply for or use sick leave benefits from the ESLB unless he shall have contributed the initial minimum of five (5) days to join the ESLB and such other contribution requirements as the ESLB Committee may promulgate. No employee who is or has received Workers' Compensation benefits or benefits under the Temporary Disability Act shall be eligible to apply for or receive sick leave benefits from the ESLB. No employee may receive more than sixty (60) days of donated sick leave within five (5) calendar years, unless an extension is granted by the ESLB Committee. An employee discharging donated sick leave shall do so at his regular straight-time rate of pay.

Neither the Town nor the Union shall bear any obligation to replenish the depletion of the ESLB bank; provided, however, in the event of depletion, an employee with the requisite twelve (12) days minimum of accumulated sick leave may donate a portion of his excess accumulation to the ESLB.

Should the ESLB be abolished through collective bargaining, interest arbitration or otherwise, there shall be no payment or restitution of contributed sick leave to any employee. Any and all disputes of any nature arising out of the administration of the ESLB shall not be subject to the grievance and arbitration provisions of this Agreement, it being expressly understood and agreed that all decisions of the ESLB Committee shall be final and binding.

ARTICLE 11

BEREAVEMENT LEAVE

- 11.1** Bereavement Leave. 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 mean spouse, father, stepfather, mother, stepmother, brother, stepbrother, half-brother, sister, stepsister, half-sister, son, stepson, daughter, stepdaughter, grandchild, mother-in-law, father-in-law, the employee’s domestic partner or the parents of the employee’s domestic partner.
- 11.2** A maximum of three (3) days leave with pay will be granted for the death of the employee’s grandmother or grandfather.
- 11.3** One (1) day leave with pay will be granted for attending the funeral of any other individual related by blood or affinity whose close association with the employee is the equivalent of

a family relationship. Employees will be allowed to use vacation or personal time to participate in a funeral.

- 11.4** Part-time employees hired before June 30, 2015 shall be entitled to Bereavement Leave on a pro-rated basis. Part-time employees hired after June 30, 2015 shall not be entitled to the Bereavement Leave.

ARTICLE 12

PERSONAL LEAVE

- 12.1** All employees covered by this Agreement shall receive three (3) personal leave days per year on July 1. Personal leave days shall not accrue beyond June 30 each year. Personal days shall be pro-rated for the first year of employment. Unused personal leave days shall not be monetized and paid to an employee.
- 12.2** Part-time employees hired before June 30, 2015 shall be entitled to Personal Leave on a pro-rated basis. Part-time employees hired after June 30, 2015 shall not be entitled to Personal Leave.

ARTICLE 13

JURY DUTY

- 13.1** Regular full-time employees shall be granted leaves of absence for required jury 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 14

STABILITY OF AGREEMENT

14.1 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 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 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.

ARTICLE 15

COMPLETE UNDERSTANDING

15.1 This Agreement constitutes the entire agreement resulting from collective bargaining, 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 exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 16

MATERNITY LEAVE

- 16.1** Any pregnant employee requesting maternity leave shall be granted such leave for a period of up to six (6) months. Upon the expiration of such leave the employee shall be reinstated to the position held prior to such leave.
- 16.2** A pregnant employee shall be entitled to use accumulated sick leave for any time she is unable to work due to medical reasons.

ARTICLE 17

LEAVE WITHOUT PAY

- 17.1** Any employee may be granted a leave without pay upon request for a period of up to six (6) months. Upon return from such leave the employee shall be reinstated to the position held prior to the commencement of the leave.

ARTICLE 18

MILITARY LEAVE

- 18.1** Any bargaining unit employee who is a member of the United States Military Reserves or a State National Guard shall be granted an unpaid leave for a period of up to twenty (20) working days per year when required to attend training or yearly programs of such Reserves or Guard.
- 18.2** Employees who are in activated military units shall be given leave without pay for the duration of the activation.
- 18.3** The Town shall continue to provide all benefits for employees while on leave under the provisions of this Article.
- 18.4** 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. The Employer shall also comply with all applicable state law for veterans and members of the military.

ARTICLE 19

MEDICAL INSURANCE

- 19.1** The Town will provide dental insurance substantially equal to the employee's coverage presently in existence, said coverage to be placed with a provider of the Town's choice. The Town will provide health insurance benefits with co-pays to the employee of no greater than \$15 Primary, \$25 Specialist, \$50 Urgi-visit and \$100 Emergency Room, with a prescription plan with copays to the employee of no greater than \$7/\$25/\$40/\$40, said coverage to be placed with a provider of the Town's choice. The Town agrees to provide health benefits for any employee covered by this Agreement who works a regular schedule of thirty-five (35) hours or more per week.
- 19.2** All employees shall pay a portion of the premium for their health and dental coverage at a rate of twenty-two percent (22%) for fiscal years 2024-2025, 2025-2026, and 2026-2027.
- 19.3** Employees shall be allowed to select Individual or Family coverage for both benefits in Sections 1 and 2 above.
- 19.4** Employees shall be allowed to waive benefits in this Article provided they are covered by similar or same benefits through another source. Employees who elect to waive this coverage shall receive 50% of the cost of the Town's annual savings from the employee's election to waive coverage up to a maximum of \$3,500. The payment shall be made to the electing employee in two (2) installments, one in January (for the period of July 1-

December 31) and one in July (for the period of January 1 – June 30). An employee shall make his/her election in writing, addressed to the Town Treasurer and delivered to the Town Treasurer's office by May 1st of each year for the next fiscal year. If the employee terminates his/her employment with the town, he/she agrees to reimburse the Town the pro rata share of compensation in lieu of coverage and the Town may set off that obligation against any funds otherwise due to the employee. Employees whose spouses work for the Town shall not be entitled to dual coverage or to compensation for not having dual coverage. Rather, the employees shall be entitled to be covered under the appropriate coverage on the same terms as other employees whose spouses do not work for the Town.

- 19.5** The Employer shall reimburse employees for eyeglasses or contact lenses up to a maximum of two hundred dollars (\$200.00), once every two years, upon presentation of receipts.

ARTICLE 20

WORKER'S COMPENSATION

- 20.1** The Town agrees to be bound by the provisions of the Workers' Compensation Act, Section 28-30-1 et. seq. of the General Laws of the State of Rhode Island as amended.
- 20.2** It is agreed by the employees that notification will be given to the Town of any alleged injury said to have been sustained by an employee arising out of and in the course of his or her employment within forty-eight hours (48) during which they have sustained said injury. Said notification shall be given to the immediate supervisor or his/her designee and notice to the union.
- 20.3** An Employee receiving Workers' Compensation benefits may be allowed to supplement those benefits by drawing from his or her accumulated sick or vacation leave; provided

however in no event may the supplement and Workers' Compensation benefits exceed the employee's regular base pay.

ARTICLE 21

TEMPORARY DISABILITY INSURANCE

- 21.1** All employees shall be enrolled in the State of Rhode Island Temporary Disability Program or an alternative plan with comparable benefits at the employee's expense.
- 21.2** 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.
- 21.3** Notification will be given to the Town within twenty-four (24) hours, if possible or otherwise as soon thereafter as practical, 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 Union.

ARTICLE 22

DISCIPLINE

- 22.1** 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.
- 22.2** The Town shall notify the Union of all disciplinary action. 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.

- 22.3** If a disciplined employee has not engaged in any further misconduct or violated applicable employment policies, rules or regulations, and has otherwise satisfactorily performed the duties and responsibilities of his position, then documentation of the following forms of discipline, oral reprimand and written reprimand, shall be expunged from his employment records after two (2) years of discipline free employment.

An employee's request for disciplinary actions to be expunged from their record will not be considered by the Town unless it is submitted in writing to his immediate supervisor and a copy of that notice is contemporaneously deliver to the Town Manager.

ARTICLE 23

GRIEVANCE AND ARBITRATION PROCEDURE

- 23.1** A grievance is defined as any dispute or claim of an employee or the Union arising out of the interpretation or application of the provisions of this Agreement.

The procedures set forth in this Article comprise the sole and exclusive dispute resolution for all grievances.

- 23.2** Any employee covered by this Agreement who has a grievance must submit the grievance in writing to the Union and his or her immediate supervisor within ten (10) working days of the date of the grievance or his or her knowledge of its occurrence. The grievance shall be signed by the employee or a duly authorized Union representative. The grievance should include the facts giving rise to it, the provisions of the Agreement alleged to have been violated, the name of the aggrieved employee and the remedy sought. He or she shall

have the right to have a Steward or Union representative present during the discussion of the grievance.

- 23.3** Grievances initiated by the Union concerning contract violations shall commence with Step 2 of the procedure and initiated within ten (10) working days of its occurrence or knowledge of its occurrence.

The Town and the Union agree that the following steps shall be followed for the processing of all grievances.

STEP 1: The employee who has a grievance should first discuss the grievance with his or her immediate Supervisor and his or her Union Steward or Representative within the ten (10) day period referenced above.

STEP 2: If the grievance still remains unadjusted, it shall be discussed with the Town Manager within thirty (30) working days, after the response in Step 1 is due. The Town Manager shall respond in writing within three (3) working days after the grievance has been discussed.

STEP 3: If the grievance is not settled to the satisfaction of the Union, the Union may, within thirty calendar days after the reply of the Town Manager is due, by written notice to the Town, demand arbitration with the American Arbitration Association or the Labor Relations Connection in accordance with its rules then obtaining. The parties may mutually agree to an alternative method of arbitration.

- 23.4** Submission to Arbitration. Any grievance that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, shall be submitted to arbitration by the Union serving the Town Manager, with written demand for arbitration within thirty (30) days, excluding weekends and holidays, after the response of the Town Manager.

- 23.5** Arbitrator Selection. The Union's demand for arbitration shall be submitted to the closest local office of the American Arbitration Association or the Labor Relations Connection with a request that it furnish to the Union and the Town Manager a list of qualified and impartial arbitrators. The arbitrator selection process shall be governed by the Voluntary

Labor Arbitration Rules or similar rules as utilized by the Labor Relations Connection in effect as of the date of the demand for arbitration.

23.6 The authority and jurisdiction of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this agreement. The arbitrator shall have no authority to add or to detract from, alter amend or modify any provisions of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this agreement; or to establish or alter any wage rate or wage structure. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue and award which:

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

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

23.8 Fees and Expenses of Arbitration. The fees of the American Arbitration Association or the Labor Relations Connection and the fees and expenses of the arbitrator shall be shared equally by The Union and the Employer.

ARTICLE 24

WAGES AND LONGEVITY

24.1 Wage increases for all employees shall be as follows: (To be negotiated)

July 1, 2024	3%
July 1, 2025	3%
July 1, 2026	3%

24.2 All employees hired prior to June 30, 2009 shall receive longevity pay increases beginning yearly on the first pay period following the employee's anniversary date of hire as follows:

5 Years	2%
10 Years	3%
15 Years	4%
20 Years	5%

These amounts are non-cumulative.

24.3 All employees hired after June 30, 2009, shall receive longevity pay increases beginning yearly on the first pay period following the employees' anniversary date of hire as follows:

5 Years	2%
10 Years	3%

24.4 Employees shall receive the following premiums added to their rates of pay for the following degrees relating to their jobs:

Associates Degree	\$1000.00
Bachelor's Degree	\$2500.00
Master's Degree	\$5000.00

These amounts are non-cumulative.

ARTICLE 25

UNION REPRESENTATION/ACTIVITIES

25.1 The Town shall recognize only those employees that have been designated in writing by the Union as its authorized representatives.

The Union will designate, and the Town will recognize not more than one (1) representative for Grievance representation and three (3) representatives for Collective bargaining.

25.2 Union Representatives shall be allowed to investigate and process grievances and attend contract negotiating meetings during working hours without loss of pay.

ARTICLE 26

BULLETIN BOARDS

26.1 The Town agrees to provide Bulletin Board space where Union notices may be posted. Only authorized Union officials are allowed to post such notices.

ARTICLE 27

NO STRIKE/NO LOCKOUT

27.1 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.

ARTICLE 28

BARGAINING UNIT WORK

28.1 It is agreed and acknowledged that bargaining unit work shall be performed only by bargaining unit members, except that supervisors may perform bargaining unit work under the generally accepted rules of exception, including without limitation; if the work performed is *de minimis* in scope; if the work is related to training a bargaining unit employee; if the work is in response to an emergency, or if the work is necessitated by unforeseen circumstances requiring prompt action.

ARTICLE 29

ALTERATION OF AGREEMENT

- 29.1** Any alteration or modification of this agreement shall be binding upon the parties only if executed in writing.
- 29.2** The waiver of any breach or condition of this Agreement by either party shall not constitute a waiver or precedent in the future enforcement of all the terms and conditions herein.
- 29.3** If any portion of this agreement shall be found to be inconsistent with the law, such portion shall not be in effect and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 30

SUCCESSORS AND ASSIGNS

30.1 This Agreement shall be binding upon the Town of Hopkinton 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 Town Charter. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or

administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other provision of this Agreement.

ARTICLE 31

PENSION

- 31.1 (a)** The employees 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)** Effective July 1, 2012, based on the enactment of the Rhode Island Retirement Security Act of 2011, the following contribution rates are applicable: Employee contributions shall consist of two percent (2%) as the defined benefit rate and five percent (5%) as the defined contribution rate. The Town of Hopkinton agrees to fund contributions in accordance with the Rhode Island Law and the enactment of the Rhode Island Retirement Security Act of 2011.

ARTICLE 32

LAYOFF AND RECALL

- 32.1** In the event of lay off employees will be allowed to bump a less senior employee provided the employee meets the qualifications of the job. Seniority shall be determined based on primary seniority, i.e., the total length of service. The employer shall be the judge of the qualifications and shall not act in an arbitrary or capricious manner.
- 32.2** The Town will use its best effort to give a fifteen (15) calendar day notice of layoff if it results from the Financial Town Referendum. In the event the Town Manager determines

a layoff, then a thirty-five (30) calendar day notice will be given. Employees shall be notified in writing.

- 32.3** Any employee who is laid off shall be placed on a recall list for a period of two (2) years. No new employees shall be hired while any employee is on the recall list.

ARTICLE 33

LIFE INSURANCE

- 33.1** The Town shall provide group term life insurance for each employee of the bargaining unit who works twenty (20) or more hours per week.

- 33.2** 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).

ARTICLE 34

SAFETY AND HEALTH

- 34.1** 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 Town Manager.

ARTICLE 35

DURATION OF AGREEMENT

- 35.1** The terms and conditions of this Agreement shall be effective July 1, 2024 and shall continue in full force and effect through June 30, 2027. 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.
- 35.2** 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.
- 35.3** Both the Town and Local 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 clarifications in effect.

ARTICLE 36

JOB PERFORMANCE

- 36.1** Performance Reviews – The Town may conduct annual performance evaluations of employees covered under this agreement 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 and shall remain confidential; provided however, evaluations may be used to support a discharge of an employee based on performance deficiencies, negligence, incompetence or related just cause standards.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 23rd
day of April, 2025 by and through their respective duly authorized representatives.

For RI Council 94, AFSCME, AFL-CIO
Local 3163

Shirley Desjardins
J.M. A. Conino

Date: 4/23/25

For the Town of
Hopkinton, Rhode Island

By Lt. Peppas
Michael J. Peppas

Date: 4/28/25

APPENDIX A

WAGE RATES

		<u>7/1/24 to 6/30/2025</u>	<u>7/1/25 to 6/30/26</u>	<u>7/1/26 to 6/30/27</u>
Clerk	Step 1	\$21.95	\$22.61	\$23.28
	Step 2	\$22.63	\$23.30	\$24.00
	Step 3	\$23.33	\$24.03	\$24.75
Sr. Clerk	Step 1	\$23.20	\$23.90	\$24.62
	Step 2	\$23.92	\$24.64	\$25.38
	Step 3	\$24.66	\$25.40	\$26.16
Deputy/ Accounting Clerk	Step 1	\$25.43	\$26.19	\$26.98
	Step 2	\$26.21	\$27.00	\$27.81
	Step 3	\$27.03	\$27.84	\$28.67
Deputy Zoning Official	Step 1	\$27.22	\$28.04	\$28.88
	Step 2	\$28.07	\$28.91	\$29.77
	Step 3	\$28.93	\$29.80	\$30.70

Note: Steps represent 1 year (12 months) of service in position

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