AGREEMENT

BETWEEN

TOWN OF HOPKINTON

AND

RHODE ISLAND LABORERS' DISTRICT COUNCIL

OF THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFL-CIO

ACTING ON BEHALF OF

LOCAL UNION 808, WESTERLY, RHODE ISLAND

EFFECTIVE: JULY 1, 2014 TO JUNE 30, 2017.

# DEPARTMENT OF PUBLIC WORKS

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# AGREEMENT

This AGREEMENT entered into effective the 1st day of July, 2014 by and between the TOWN OF HOPKINTON, 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, creed, political affiliation or national origin 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

Section 2. All references to the term "employee" in this Agreement shall include both sexes and wherever the male gender is used it shall be construed to include both male and female 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 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 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 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 AND DUES DEDUCTION

Section 1. All employees in the bargaining unit on the effective date of this Agreement who have been employed in such unit for at least sixty (60) days as of the date shall be required, as a condition of continued employment, either to (1) become members of the Union or (2) pay to the Union a service charge in an amount equal to membership dues.

All new employees and those who complete sixty (60) days of employment in the bargaining unit subsequent to the effective date of this Agreement shall be subject to the foregoing condition after they have completed sixty (60) days of employment in the bargaining unit.

Section 2. An employee who shall tender (1) the periodic dues uniformly required as a condition of acquiring or retaining Union membership or (2) the service charge referred to above, shall be deemed to have satisfied the condition of employment established in Section 1 of the Article. In the event the Union shall seek the discharge of a member of the bargaining unit for failure to comply with said condition, the Union shall inform the Employer in writing of the state of facts on which the request for discharge is based and if upon investigation, which must be completed within five (5) working days, the Employer finds that such facts are correct, and the employee, upon notice in writing from the Employer, fails within seven (7) days to comply with said condition of continued employment, that is, the payment of dues or the service charge referred to herein, the Employer shall discharge the employee.

Section 3. The Employer shall deduct from the pay of each employee covered by this Agreement all required Union dues and/or service charges, 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, certify in writing the amount of membership dues and the service charge 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. 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 because of any other provisions of this Article, including discharge under Section 2. Such deduction shall be made in the first pay period of each month and shall be remitted monthly to the Secretary/Treasurer of Local #808.

## 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 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. Objective and Obligations of the Parties. The Town of Hopkinton 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.

## ARTICLE IX

## NO STRIKE/NO LOCKOUT

Section 1. Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it nor its members will engage in any strike, slowdown or connected refusal to perform duties nor will the Employer 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 or the Employer arising out of the provisions of this contract shall be dealt with as follows.

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/her designee, in writing. The Director of Public Works, or his/her 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/her designee within fifteen (15) working days. A response to the Union by the Town Manager or his/her 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 rules then pertaining.

The arbitrator shall hold a hearing and his decision shall be final and binding upon the parties. The expenses of such 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. The submission to arbitration must be within ten (10) working days of receipt of the Town Manager's, or its designee's, answer as stated in Step 2 above, or else it shall be deemed to have been waived. Subject to any limitation of the law, the Employer and the Union agree to apply the decision of the arbitrator to all substantially similar situations.

## 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/her seniority within the Department in any equal or lower rated classification provided he/she 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

## ANNUAL LEAVE

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

After the completion of 6 months, 5 days to be used within the next 5 months.

After the completion of 1 year, 10 days.

After the completion of 3 years, 15 days.

After the completion of 10 years, 20 days.

After the completion of 15 years, 21 days.

After the completion of 20 years, 25 days.

Employees may carry a maximum of ten (10) vacation days to the next year.

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.

4) Unused vacation leave is not subject to buyback.

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

Section 4. Personal Leave Days. In addition to the above, effective July 1 of each year, 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 may not be carried over to subsequent years.

## ARTICLE XIII

## SICK LEAVE

Section 1. All full-time employees, excluding part-time and temporary employees, are entitled to sick leave at the rate of one and one-quarter (1 ¼) days per month, for a total of fifteen (15) days per year accrued by pay period. A member of the bargaining unit will be allowed to accumulate 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 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 or the Rhode Island Parental and Family Medical Leave Act.

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/her return to work and shall be submitted to the Director, or his designee.

Section 4. When the absence is two (2) or more consecutive days, the Director of Public Works may require a physician's certificate or other satisfactory evidence. Other

satisfactory evidence shall consist of a note or certificate from a medical facility or clinic or receipts from said facility, a notarized affidavit from the employee, or receipt(s) for prescription or non-prescription medicine related to the illness. 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. 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.

## ARTICLE XIV

## BEREAVEMENT LEAVE

Death in the Family. A maximum of five days leave with pay will be granted to an employee for death in the immediate family. For purposes of this section, "immediate family" shall be: wife, husband, mother, father, son, daughter, brother, sister or significant

other residing in the household. A maximum of three days leave with pay will be granted for mother-in-law, father-in-law, grandmother, grandfather and grandchild. One 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, union 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 of Hopkinton. 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 | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| July Fourth | ½ day before Christmas |
| Labor Day | Christmas Day |

Section 2. As set forth herein, employees shall receive pay for the above holidays provided that they shall have worked their last scheduled 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, at which time the Public Works Director shall require a physician's certificate or other satisfactory evidence. All full-time, union 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 Years 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 percent (20%) for the fiscal year 2014-2015, twenty-one percent (21%) for the fiscal year 2015-2016 and twenty-two percent (22%) for the fiscal year 2016-2017.

If the Town of Hopkinton negotiates and enters into a labor agreement with any other Union representing employees of the Town of Hopkinton that is effective during all or any portion of the period covered by this Agreement that provides benefits that are superior to those benefits described in this section, the Town shall provide the same benefits to all employees covered within this Agreement.

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 one hundred and seventy five dollars ($175.00) 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, 45-21 R.I.G.L. and COLA Plan C 45-21-52 R.I.G.L. 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.

b. 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, Chapter 45-21 R.I.G.L. and COLA Plan C 45-21-52 R.I.G.L.

Section 6. The Employer shall provide term life insurance to all employees covered under this Agreement in the amount of Fifty Thousand ($50,000.00) Dollars.

## ARTICLE XVIII

## TEMPORARY DISABILITY INSURANCE

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

Section 1. 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, Section 29-30-1 et. Seq. 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 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/her employment with the town shall immediately or within twenty four (24) hours notify their immediate supervisor or his/her designee of the injury.

## ARTICLE XIX

## HOURS OF WORK

Section 1. The normal work shift shall be 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 minute 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 does not fall on Thanksgiving, Christmas or New Years 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 covered by this Agreement 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/her 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 employed by the Town of Hopkinton at or prior to the effective date of this Agreement shall be paid in accordance with the pay rates set forth below:

Custodian

| | | |
|---|---|---|
| 7/1/2014 | $ 20.91 per hour | 0.0% increase |
| 7/1/2015 | $ 21.32 per hour | 2.0% increase |
| 7/1/2016 | $ 21.85 per hour | 2.5% increase |

Maintenance Operator I

| | | |
|---|---|---|
| 7/1/2014 | $ 21.64 per hour | 0.0% increase |
| 7/1/2015 | $ 22.07 per hour | 2.0% increase |
| 7/1/2016 | $ 22.62 per hour | 2.5% increase |

Mechanic

| | | |
|---|---|---|
| 7/1/2014 | $ 23.28 per hour | 0.0% increase |
| 7/1/2015 | $ 23.74 per hour | 2.0% increase |
| 7/1/2016 | $ 24.33 per hour | 2.5% increase |

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

| Step | 7/1/2014 | 7/1/2015 | 7/1/2016 |
|---|---|---|---|
| Custodian | | | |
| 1 (0-12 months) | $ 17.91/hr | $ 18.26/hr (2.0% incr.) | $ 18.71/hr (2.5% incr.) |
| 2 (12-24 months) | $ 19.41/hr | $ 19.79/hr (2.0% incr.) | $ 20.28/hr (2.5% incr.) |
| 3 (Over 24 months) | $ 20.91/hr | $ 21.32/hr (2.0% incr.) | $ 21.85/hr. (2.5% incr.) |
| Maintenance Operator I | | | |
| 1 (0-12 months) | $ 18.64/hr | $ 19.01/hr (2.0% incr.) | $ 19.48/hr (2.5% incr.) |
| 2 (12-24 months) | $ 20.14/hr | $ 20.54/hr (2.0% incr.) | $ 21.05/hr (2.5% incr.) |
| 3 (Over 24 months) | $ 21.64/hr | $ 22.07/hr (2.0% incr.) | $ 22.62/hr. (2.5% incr.) |
| Mechanic | | | |
| 1 (0-12 months) | $ 20.28/hr | $ 20.68/hr (2.0% incr.) | $ 21.19/hr (2.5% incr.) |
| 2 (12-24 months) | $ 21.78/hr | $ 22.21/hr (2.0% incr.) | $ 22.76/hr (2.5% incr.) |
| 3 (Over 24 months) | $ 23.28/hr | $ 23.74/hr (2.0% incr.) | $ 24.33/hr. (2.5% incr.) |

Section 3. Any employee employed as a Maintenance Operator I who uses his or her 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.

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 and HVAC work that falls outside the normal job description of the employee and requires technical qualifications to perform, at an additional rate of $20/day.

## ARTICLE XXI

## LONGEVITY

Section 1. Employees employed by the Town of Hopkinton at or prior to July 1, 2011 shall receive a longevity payment based on his/her yearly compensation as follows:

| | |
|---|---|
| 10 years | 2% |
| 15 years | 3% |

Said payments will be paid in the payroll closest to his/her anniversary date of hire.

Section 2. Employees who commence employment with the Town of Hopkinton after the effective date of this Agreement shall not be entitled to longevity payments.

## ARTICLE XXII

## SUCCESSORS AND ASSIGNS

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 Administration of the Town of Hopkinton, Rhode Island.

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, Rhode Island General Laws (s) and/or Federal Law(s), then that Article, Section or Clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections and Clauses shall remain in full force and effect.

## 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 15 and shall be

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. 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 Council shall grant military leave, without pay, upon written request by the employee.

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 $125.00, 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 covered under this contract 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.

## 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, employees who are required to work 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 Public Works Director.

## 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 they have 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, 2014 and shall continue in full force and effect through June 30, 2017 and from year to year thereafter unless either party, at least one hundred twenty (120) days prior to June 30, 2017, gives notice in writing to the other party of its intention to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. In the event that such notice is given, negotiations shall begin immediately no later than sixty (60) days prior to the termination of the Agreement.

Section 2. The provisions of the preceding section shall not prevent the parties, by written agreement, from extending any portion of this Agreement (after the one

hundred twenty (120) day notice has been given) for any agreed upon period beyond its expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 21st day of July, 2014.

ON BEHALF OF THE TOWN OF HOPKINTON

WILLIAM A McGARRY
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

WITNESS

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

KAREN ~~HAZZARD~~ HAZARD
BUSINESS MANAGER

WITNESS