

AGREEMENT BETWEEN  
R.I. COUNCIL 94, AFSCME, AFL-CIO  
LOCAL 3163  
AND  
THE TOWN OF HOPKINTON, RHODE ISLAND  
**PROFESSIONAL AND TECHNICAL EMPLOYEES**  
JULY 1, 2015 – JUNE 30, 2018

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	TABLE OF CONTENTS	
1	RECOGNITION	1
2	NON-DISCRIMINATION	1
3	MANAGEMENT RIGHTS	3
4	UNION SECURITY AND DUES DEDUCTION	4
5	PROBATIONARY PERIOD	5
6	SENIORITY, POSTING OF JOB VACANCIES & BIDDING	5
7	HOURS OF WORK/SHIFT SELECTION	7
8	HOLIDAYS	8
9	VACATION	9
10	SICK LEAVE	11
11	BEREAVEMENT LEAVE	13
12	PERSONAL LEAVE	14
13	JURY DUTY	14
14	STABILITY OF AGREEMENT	14
15	COMPLETE UNDERSTANDING	15
16	MATERNITY LEAVE	15
17	LEAVE WITHOUT PAY	16
18	MILITARY LEAVE	16
19	MEDICAL INSURANCE	16
20	WORKER'S COMPENSATION	18
21	TEMPORARY DISABILITY INSURANCE	18
22	DISCIPLINE	19
23	GRIEVANCE AND ARBITRATION PROCEDURE	20
24	WAGES AND LONGEVITY	22
25	UNION REPRESENTATION/ACTIVITIES	23
26	BULLETIN BOARDS	24
27	NO STRIKE/NO LOCKOUT	24
28	BARGAINING UNIT WORK	24
29	ALTERATION OF AGREEMENT	24
30	SUCCESSORS AND ASSIGNS	25
31	PENSION	25
32	LAYOFF AND RECALL	26
33	LIFE INSURANCE	26
34	SAFETY AND HEALTH	26
35	DURATION OF AGREEMENT	27
36	JOB PERFORMANCE AND DESCRIPTIONS	27
	APPENDIX A	30

## AGREEMENT

This Agreement is made and entered into on July 9<sup>th</sup>, 2015 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-3623 on July 18, 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 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 Employer 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 Employer and the Union further agree that there will be no discrimination against any employee for declining membership or refraining from engaging in any activities of the Union protected by the Rhode Island State Labor Relations Act. The Employer and

the Union agree that they will continue policies of non-discrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age, disability, political beliefs or affiliation, or sexual orientation or preference. All references to an employee covered by this Agreement as well as use of any pronoun are intended to include both genders.

**2.2** 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:

- i.** the partners are at least eighteen (18) years of age and are mentally competent to contract;
- ii.** the partners are not married to anyone;
- iii.** the partners are not related by blood to a degree which would prohibit marriage in the state of Rhode Island;
- iv.** the partners reside together and have resided together for at least one year;
- v.** the partners are financially interdependent as evidenced by at least two (2) of the following:
  - A.** a domestic partnership agreement or relationship contract;
  - B.** a joint mortgage or proof of joint ownership of primary residence;
  - C.** 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 and regulations. 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 AND DUES DEDUCTION**

- 4.1** All employees covered by this agreement as a condition of employment shall become members of the Union or pay an agency shop fee to the Union. The Union shall, by its treasurer, certify in writing the amount of membership dues and/or agency shop fees. The Town agrees that Union dues and/or agency shop fees shall be deducted from each employee's wages per pay period provided that an employee executes a written payroll deduction form and submits it to the Town Treasurer.
- 4.2** Withheld dues and fees shall be transmitted each month to Rhode Island Council 94, AFSCME, and AFL-CIO.
- 4.3** The Union agrees to, and hereby does, indemnify and hold harmless the Town, each Town Council member, and all employees of the Town against any and all claims, demands, suits, awards, judgments, losses, expenses or liability, and for all reasonable legal fees, arising out of any claims made against the Employer by an employee because of such deduction from his wages or because of the Employer's compliance with the provisions of this Article, including discharge.
- 4.4** 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 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 the 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 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 sixty (60) calendar days of becoming vacant.

## ARTICLE 7

### HOURS OF WORK/SHIFT SELECTION

7.1 Forty (40) hours shall constitute a normal work week. The Town will use its best efforts to assure clerical employees a 15 minute break twice daily. Part time employees shall have this break pro-rated. Clerical employees shall be entitled to a one (1) hour lunch break daily.

7.2 Overtime. Employees who work beyond the regular hours of work or in excess of 40 hours per week shall receive compensatory time off for all hours worked at the rate of time and one half. Compensatory time shall not be lost but must 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	
New Year's Day	Victory Day
Martin Luther King, Jr. Day	Columbus Day
Washington's Birthday	Veterans' Day
Memorial Day	Thanksgiving Day
July Fourth	Day after Thanksgiving
Labor Day	½ Day before Christmas
	Christmas Day

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 work day.

**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:

**(a)** For all employees hired **prior** to June 30, 2012:

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.

**(b)** For all employees hired **after** June 30, 2012:

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 or more	= 20 days (6.153 hours per pay period)

Part time employees shall not be entitled to the above benefits.

**(c)** 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.

**9.2 (a)** Vacation leave is accrued each pay period. The vacation accrual rate shall be determined by the number of days to which an employee is entitled in that year divided by the number of pay periods in a year as adjusted upon the Employee's

anniversary date. Upon separation from employment, any employee who has used vacation leave before it has been accrued in any given year shall be required to pay back to the employer the amount of any such used but unaccrued leave. The employer shall have the right to withhold any such used but unaccrued vacation leave from the employee's final pay check. 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) To the extent feasible and consistent with effective departmental operation, employees will be permitted to take vacation leave according to their own convenience subject to the following conditions:
  - (1) The Department Head shall be notified two (2) weeks in advance of any vacation request for more than three (3) days. However, nothing shall preclude the granting of leave without the required advance notice if it does not adversely affect the operation of the Department. However, no vacation shall be granted without prior approval of the Department Head.
  - (2) All employees who schedule vacation six (6) months in advance shall be guaranteed the leave, provided, however, that if more than one employee requests the same time period for leave, leave shall be determined by secondary seniority. Otherwise, scheduling of vacation time shall be on a first to request basis and thereafter, in the order of seniority within the Department.
  - (3) Granting of vacation time is mandatory by the Department Head but the time when such leave is granted shall be consistent with the best interests of the work program of the Department or a Division thereof provided that no employee may

be deprived of vacation privileges to which an employee is entitled under this rule.

## **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)** Part time employees hired prior to June 30, 2012 shall be entitled to sick leave benefits as detailed in paragraph 10.1 (a), above, on a pro-rated basis. Part time employees hired after June 30, 2012 shall **not** be entitled to sick leave benefits of any kind.
- 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.

**10.3** 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 Department Head, or his/her designee.

**10.4** When the absence is 3 or more consecutive days, the employee's Department Head 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 receipts 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.

**10.5** 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.

## **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 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 days shall not accrue beyond June 30 each year. Personal days shall be pro-rated for the first year of employment.
- 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 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 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 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 Town shall comply with all of its obligations under the Uniformed Services Employment and Reemployment Rights Act of 1994 and any other governing law related to military service by employees.

## **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 percent (20%) for the fiscal year 2015-16, twenty-one percent (21%) for the fiscal year 2016-2017, and twenty-two percent (22%) for the fiscal year 2017-2018.
- 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 one hundred seventy-five dollars (\$175.00), 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 by the end of the shift 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 covered by this Agreement 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** 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 two (2) weeks, 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 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:

July 1, 2015	0%
July 1, 2016	2.5%
July 1, 2017	2%

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%

**24.3** All employees hired prior to June 30, 1996 shall receive longevity 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%

These amounts are non-cumulative.

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

July 1, 2012-2015

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, upon approval of the Town Manager.

**ARTICLE 27**

**NO STRIKE/NO LOCKOUT**

- 27.1 Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it nor its members will engage in any strike, slowdown or concerted refusal to perform duties, nor will the Employer lockout its employees during the term of this Agreement.

**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.

### **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. Each eligible employee shall be covered with such life insurance providing a \$50,000 death benefit.

## **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.

## ARTICLE 35

### DURATION OF AGREEMENT

- 35.1 The terms and conditions of this Agreement shall be effective July 1, 2015 and shall continue in full force and effect through June 30, 2018 and from year to year thereafter unless either party shall notify the other in writing in accordance with its statutory requirements that it desires to commence negotiations for a successor agreement. 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.
- 35.2 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.
- 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 AND DESCRIPTIONS

- 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.

**36.2** Job Descriptions – A Job Description Committee comprised of an equal number of Town and Union representatives, shall be convened to update job descriptions for all Town full-time and permanent part-time employee positions, when warranted.

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 9<sup>th</sup>  
day of July, 2015.

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

Shawn Desjardins  
LOCAL 3163 PRESIDENT

Date: 7/9/15

For the Town of  
Hopkinton, Rhode Island

William A. McLaughlin  
Town Manager

Date: 7/9/15

**APPENDIX A**

**WAGE RATES**

**All new employees shall be hired at the following starting rates:**

	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Planner</b>	<b>\$42,120</b>	<b>\$43,173</b>	<b>\$44,036</b>
<b>Building/Zoning Official</b>	<b>\$42,120</b>	<b>\$43,173</b>	<b>\$44,036</b>
<b>Tax Collector **</b>	<b>\$38,000-\$42,541</b>	<b>\$38,950-\$43,605</b>	<b>\$39,729-\$44,477</b>
<b>Tax Assessor</b>	<b>\$42,120</b>	<b>\$43,173</b>	<b>\$44,036</b>
<b>Recreation Director **</b>	<b>\$40,120-42,541**</b>	<b>\$41,123-\$43,605</b>	<b>\$41,945-\$44,477</b>
<b>GIS/IT</b>	<b>\$42,120</b>	<b>\$43,173</b>	<b>\$44,036</b>

**\*\*New employees shall receive a \$1000.00 bonus for every 2 years of experience they bring to their respective positions up to the maximum of the rate range.**

**All existing employees shall receive the following steps:**

<b><u>July 1, 2015</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
Planner	\$ 46,727.35	\$ 47,836.74	\$ 48,946.13
Building & Zoning	\$ 46,727.35	\$ 47,836.74	\$ 48,946.13
Tax Collector	\$ 46,727.35	\$ 47,836.74	\$ 48,946.13
Tax Assessor	\$ 46,727.35	\$ 47,836.74	\$ 48,946.13
Recreation Director	\$ 46,727.35	\$ 47,836.74	\$ 48,946.13
GIS/IT	\$ 46,727.35	\$ 47,836.74	\$ 48,946.13

Steps represent 1 year of service in position after completion of the first year of service.

<u>July 1, 2016</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Planner	\$ 47,895.53	\$ 49,032.66	\$ 50,169.78
Building & Zoning	\$ 47,895.53	\$ 49,032.66	\$ 50,169.78
Tax Collector	\$ 47,895.53	\$ 49,032.66	\$ 50,169.78
Tax Assessor	\$ 47,895.53	\$ 49,032.66	\$ 50,169.78
Recreation Director	\$ 47,895.53	\$ 49,032.66	\$ 50,169.78
GIS/IT	\$ 47,895.53	\$ 49,032.66	\$ 50,169.78

Steps represent 1 year of service in position after completion of the first year of service.

<u>July 1, 2017</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Planner	\$ 48,853.44	\$ 50,013.31	\$ 51,173.18
Building & Zoning	\$ 48,853.44	\$ 50,013.31	\$ 51,173.18
Tax Collector	\$ 48,853.44	\$ 50,013.31	\$ 51,173.18
Tax Assessor	\$ 48,853.44	\$ 50,013.31	\$ 51,173.18
Recreation Director	\$ 48,853.44	\$ 50,013.31	\$ 51,173.18
GIS/IT	\$ 48,853.44	\$ 50,013.31	\$ 51,173.18

Steps represent 1 year of service in position after completion of the first year of service.