

A G R E E M E N T

between

LINCOLN BOARD OF WATER COMMISSIONERS



and the

RHODE ISLAND LABORERS' DISTRICT COUNCIL

of the

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

on behalf of

PUBLIC EMPLOYEES' LOCAL UNION 1033

EFFECTIVE: July 1, 2024 through June 30, 2027

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A G R E E M E N T

THIS AGREEMENT is entered into and effective the 1st day of July 2024 , , by and between the LINCOLN WATER COMMISSION, hereafter referred to as the "EMPLOYER" and the RHODE ISLAND LABORERS' DISTRICT COUNCIL ON BEHALF OF PUBLIC SERVICE EMPLOYEES' LOCAL UNION 1033, Providence, Rhode Island, of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "UNION" for the period of July 1 2024, through June 30, 2027.

P R E A M B L E

Section 1. This Agreement is entered into to facilitate the adjustment of grievances and disputes between the employer and employees, to provide insofar as possible for the continuous employment of labor and to establish necessary procedure for the amicable adjustment of all disputes which may arise between the Employer and the Union.

Section 2. The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for the respective

rights of both the Employer and the Employees.

Section 3. The Union recognizes that the primary mission of the Lincoln Water Commission is to protect public health by providing a safe, secure, and a reliable water supply to the community. Recent events have resulted in the passage of regulations from Federal, State and local agencies requiring that drinking water systems undertake a more comprehensive view of water safety and security, including the passage of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL 107-188). The Union and the Lincoln Water Commission agree to cooperate fully in meeting these public safety obligations.

DECLARATION OF PRINCIPLES

There shall be no discrimination against any worker by reason of race, color, creed, sex, or union membership.

The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest remains in the full utilization of employees' skill and ability without regard to consideration of race, color, creed, national origin, or sex.



ARTICLES OF AGREEMENT

ARTICLE I

UNION RECOGNITION

Section 1. The Employer recognizes that the Rhode Island Laborers' District Council on behalf of Local Union 1033 of the Laborers' International Union of North America, AFL-CIO, is the exclusive representative for all employees in the bargaining unit as established by the Rhode Island Labor Relations Board as a result of a petition submitted in Case Number EE-3045.

Section 2. The Employer agrees not to enter into any agreements or contracts with its employees covered by this Agreement, individually or collectively, nor negotiate or bargain with them. There shall be no individual agreements with employees covered by this Agreement and any such agreements or contracts shall be null and void.

ARTICLE II

UNION SECURITY

Section 1. A. The Employer shall deduct from the wages of employees covered by this Agreement, in accordance with the express terms of a blanket authorization form provided by the Union and signed by the individual employee, the monthly dues of the Union for employees who choose to join the Union. In addition, the Employer shall deduct from employee's wages, in accordance with the terms of an authorization provided by the

Union and signed by the individual employee, the monthly dues of the Union for employees who choose to join the Union. In addition, the Employer shall deduct from employees' wages, in accordance with the terms of an authorization provided by the Union and signed by the employee, a monthly voluntary contribution to the Union for any employee who wishes to contribute and declines to be a member. Such deductions shall be made bi-weekly, and shall be forwarded to the Treasurer of the Union together with a check-off list setting forth the names of the employees and the amounts of deductions.

B. The obligation of the Employer for funds actually deducted under this Section terminates upon delivery of the deductions so made to the person authorized by the Union to receive such amounts from the Employer.

C. The Employer will remit the deduction withheld bi-weekly to the Secretary-Treasurer of Local Union 1033, 410 South Main Street, Providence, R.I. 02903 listing the employee's name, identification number and the amount of dues deducted.

D. The Union shall indemnify the Employer and hold it harmless, and shall pay the legal fees and costs of the Employer in defending, any and all claims of any kind arising out of this Section as a result of the Employer's compliance with this Section.

Section 2. The Employer maintains the right to require a

one (1) year probationary or trial employment period for all new employees during which time the employee shall be responsible for acquiring all licenses necessary for his or her position.

ARTICLE III

PAYROLL DEDUCTION OF UNION DUES

Section 1. The Employer agrees to deduct from the wages of each employee who authorizes the employer to do so in writing, such initiation fees and monthly dues as the Union shall designate. Such deductions shall be made in the same weekly period of each month and shall be remitted monthly to the Secretary-Treasurer of Local Union 1033.

ARTICLE IV

STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration, or variation of the terms or provisions of this Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto. Failure of the Employer or the Union to insist in any one or more instances upon performance of the terms and conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or the Union of future performance of any such terms or conditions and the obligations of the Union and the Employer to such future performance, shall continue in full

force and effect.

ARTICLE V

UNION ACTIVITIES

Section 1. The Union negotiating committee shall consist of no more than two (2) members of the bargaining unit together with other persons considered necessary by the Union. If negotiations occur during normal business hours, members of the bargaining unit on the Union negotiating committee shall be excused from duty with pay for participation in negotiations between the Union and the Employer.

Section 2. The Union shall furnish the Board of Water Commissioners and the appropriate Commission heads with a list of stewards, and shall, as soon as possible, notify said appropriate Water Commission and Water Commission Officials in writing of any changes therein. Only those persons who are officers and stewards shall be recognized by the Water Commission for the purposes of meetings.

The Union may be represented by International Representatives, representatives of the Rhode Island Laborers' District Council and/or Counsel.

The Water Commission may be represented by Water Commission Representatives, the Water Commission Superintendent and/or Counsel.

Section 3. No member of the bargaining unit shall be



authorized to attend any union meeting during working hours called by the Union unless reasonable advance notice is provided to the employer. If notice is provided, then one member may attend the meeting. Said member will "punch out" but shall receive his normal wages while attending said meeting. He shall not be authorized to use a Lincoln Water Commission vehicle to attend said meeting.

ARTICLE VI

SUB-CONTRACTING

Section 1. The Lincoln Board of Water Commissioners shall retain the right to hire any contractors and/or subcontractors, part time and/or seasonal workers, as the Superintendent of the Water Commission, in his sole discretion, deems necessary to properly maintain and construct any part of the water system to include, but not to be limited to, the construction and maintenance of pumping stations and any other buildings which are part of the water system as long as said contractor and/or subcontractor do not perform those tasks which are normally performed by members of the bargaining unit in the course of their normal work day unless emergency conditions so require.

In the hiring of said subcontractors no employee or employees of the Water Commission shall suffer any loss in their regular forty (40) hours of work because of the hiring of any contractors and/or subcontractors.



Section 2. Prior to the implementation of a departmental reorganization the Board of Water Commissioners and the Union agree to meet and discuss the reasonableness or necessity of such proposed change.

ARTICLE VII

SENIORITY AND PROMOTIONS

Section 1. Definition. Seniority shall be defined as total length of employment.

Section 2. Cumulation. Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave.

Section 3. Seniority shall be broken only when an employee terminates voluntarily, is discharged for just cause, or is in excess of an authorized leave of absence. Seniority shall be acquired by a full-time employee as of the first day of employment.

Section 4. Vacancies. Notice of any vacancy in an existing position filled by an employee covered by this Agreement shall be posted for a period of three (3) working days on appropriate Water Commission Bulletin Board.

Section 5. Any employee of the Lincoln Water Commission who has completed his probationary period and is interested in filling the vacancy shall apply in writing to the Water Commission Superintendent within seven (7) working days

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thereafter.

Section 6. All vacancies shall be filled on the basis of qualifications and ability. The employer agrees that the first consideration will be given to filling the vacant position from within the Water Commission. Where qualification and ability are relatively equal, seniority shall be the determining factor. The decision as to the issue of qualifications and ability is left to the sound discretion of the employer, however, said discretion shall not be arbitrary or capricious.

Section 7. Reduction in Work Force. In the event a reduction in forces is required, the most junior employee in the classification shall be subject to layoff. The employee thus affected may exercise his seniority in the Water Commission in any equal or lower-rated classification, provided he has the ability to perform the duties of the classification after a break-in period of five (5) work days. Similarly, an employee who has been down-graded or laid off as a result of a reduction in forces shall be recalled to his former classification in accordance with his seniority.

ARTICLE VIII

PROMOTIONS TO SUPERVISORY POSITIONS

Section 1. Definition. The term "Supervisory Position" for the purpose of this Agreement shall mean Water Commission Foreman.

Section 2. The Employer agrees that the first consideration will be given to filling the vacant supervisory position from within the Water Commission. The Employer has, in its sole discretion, the option to form an independent board composed of water system professionals from Rhode Island to assist in evaluating the candidates. If said board is convened it shall consist of a total of three persons. The Union shall select one member which shall not be from the bargaining unit, with knowledge of the position in question. The Commission will select the remaining two members. The issue of qualifications and ability is left to the sound discretion of the employer, however, said discretion shall not be arbitrary and capricious. Should the employer determine there are no qualified employees from within the Lincoln Water Commission, it may fill the position from outside the bargaining unit.

Section 3. The Employer agrees that when detailing employees to higher level duties for potential promotion, selection will be made from among the best qualified Water Commission employees. The Employer further agrees that temporary promotions will be utilized when feasible in temporary replacements or supervisory personnel or in determining potential for promotion.

ARTICLE IX

WAGES

Section 1. Wages. Each member of the bargaining unit

shall receive the following wage increase in accordance with the following schedule:

- (1) 3.5% pay raise effective July 1, 2024
- 4.0% pay raise effective July 1, 2025
- 4.0% pay raise effective July 1, 2026

(2)

CLASSIFICATION	CLASS	EFF 7/1/24 PER HOUR	EFF 7/1/25 PER HOUR	EFF 7/1/26 PER HOUR
Foreman	50	\$31.70	\$32.97	\$34.29
Equipment Operator	54	\$29.11	\$30.28	\$31.49
Pipefitter	66	\$29.00	\$30.16	\$31.37
Utility Man	64	\$28.06	\$29.18	\$30.35

The Union may, in its discretion, allocate all or part of the aforementioned wage increases to the contribution made to the LIUNA National (Industrial) Pension Fund as set forth in Article XI, Section 3 of this Agreement. In the event the Union chooses to do so, it shall provide ninety (90) days' notice to the Employer of its intent to do the same.

Section 2. Employees covered by this Agreement shall receive a longevity benefit as follows:

- 7 1/2% over their base salary after 5 years of service
- 8 1/2% over their base salary after 10 years of service
- 9 1/2% over their base salary after 15 years of service
- 10 1/2% over their base salary

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after 20 years of service
11 1/2% over their base salary
after 25 years of service.

For the purpose of computing longevity benefits for employees covered by this Agreement, the initial date of employment shall be the determining date for longevity benefits.

ARTICLE X

HOURS OF WORK

Section 1. Hours of Work. This section shall apply to employees whose wages are determined on an hourly basis. Employees covered by this Section, except for part-time employees, shall be guaranteed a minimum forty (40) hour work week for fifty-two (52) consecutive weeks. Article X shall not conflict with Article VI.

(a) The regular work week for day workers shall consist of five (5) consecutive eight hour days, Monday through Friday. A regular work shift for day workers shall commence at 7:00 a.m. and shall finish at 3:30 p.m., with one-half (1/2) hour for lunch period which shall be discharged at Commission offices unless otherwise approved. Travel time, if utilized, will be considered part of the one-half (1/2) hour lunch period.

(b) The parties recognize and agree that no second or third shift currently exists. Should the Employer establish a second or third shift during the term of this Collective

Bargaining Agreement, the parties shall meet and confer with respect to the amount per hour over base pay employees working said shifts shall receive.

Section 2. Overtime.

(a) Time and one-half of the regular rate of pay shall be paid for all hours worked over eight (8) hours in any one day.

(b) Time and one-half of the regular rate of pay shall be paid for all work performed over forty (40) hours in any one work week.

(c) In the event a holiday falls during an employee's work week, the holiday shall be considered as part of the work week for the purpose of computing overtime. Should an employee be required to work on any of the paid holidays, he shall receive time and one-half for all hours worked, plus his regular pay.

(d) The opportunity for overtime work shall be distributed as equally as possible, computed on an annualized basis, among employees in the Water Commission. A record of overtime shall be maintained by the Superintendent of the Water Commission and said list shall be made available to the Steward. Nothing contained herein shall be construed as to impose upon management the duty to equalize overtime in each area of work performed by the employees.

Section 3. Any employee, who is called into work outside his regular hours, shall be paid at the rate of time and

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one-half for all such hours worked, but in any event shall be guaranteed five (5) hours pay at said rate. For purposes of calculating pay, if the callback is connected to the employee's regular working hours, defined as within two (2) hours or less of normal start time, the employee shall receive time and one half for two (2) hours worked. Only one (1) call back per employee will be paid per any five (5) hour period.

Section 4. An employee's workday or work week shall not be reduced in the event he is required to work overtime beyond his regular workday or work week.

Section 5. The Superintendent of the Water Commission shall have complete authority, under the Board of Water Commissioners, to operate and control the Lincoln water system. The Employer has the right to make any work assignments to any employee of the Water Commission. The Employer has the right to appoint, based on seniority within a classification, any of the employees within the bargaining unit to any work shift on an emergency or temporary basis.

Section 6. In any emergency response, the responder, if qualified, shall perform all tasks needed to adequately address the issues which otherwise required the response.

Section 7. The employer will assign standby duty to a qualified bargaining unit member for the purpose of receiving emergency calls after normal work hours. Any qualified

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bargaining unit member so assigned will receive the sum of one (1) hour pay per day for each day of standby duty. Should the qualified bargaining unit member on standby duty be required to respond to the emergency himself or by dispatching other employees, said responding employee will receive compensation as provided in this agreement. Employees other than the qualified bargaining unit member may be dispatched after consideration of the type of emergency, the required response, the timely availability of employees and the qualifications of the individual available employee if the responding qualified bargaining unit member deems it necessary. Stand by pay shall be calculated as actual pay rather than base pay.

ARTICLE XI

HEALTH, WELFARE & PENSION

Section 1. Health and Welfare. The employer shall provide healthcare benefits from any provider that meets the plan as described in the attached benefit summary Addendum A under the column marked "Current." The employer shall provide dental benefits from any provider that meets the plan as described in the attached benefit summary Addendum B.

During the term of this agreement, the parties shall continue to meet and confer for the purpose of investigating less expensive but equivalent alternatives to the existing health care plan as set forth in the attached benefits summary

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Addendum A which shall include, but are not limited to, alternatives with either a Health Savings Account feature or a Health Reimbursement Account feature. In the event the parties agree to any such equivalent alternative, it shall become the health care plan provided by this agreement. However, in the event the parties do not agree to any such equivalent alternative health care plan, then the health care plan as set forth in the attached benefits summary Addendum A to this agreement shall continue to be the health care plan provided by this agreement.

Employees shall be required to contribute as a co-share, twenty percent (20%) of the cost of said healthcare premium.

Section 2. Medical Coverage Reimbursement. Upon presentation of proof of alternative health care coverage, employees eligible for health care insurance under this agreement may choose not to be covered under the Employer's group health insurance policies. Eligible employees making this choice shall receive the sum of \$2,500 per contract year. However, when a member of the bargaining unit and a spouse are both employees of the Employer, said bargaining unit member or his or her spouse shall not be eligible for reimbursement under this provision.

For each year in which the employee opts out under this section, he/she shall receive no coverage pursuant to Section 1

above, except that said employee may opt back into the plan in the event of a major life event causing loss of alternative coverage, such as death or loss of employment of a spouse. Payments to employees under this provision shall be made at the end of each contract year, in arrears. If an employee has opted back into Employer coverage during the course of a contract year, he/she shall be entitled to a pro-rata payment under this section for that year. Employees electing this option must inform the Employer no later than December 1.

Section 3. Disability Insurance. An employee sustaining a disabling injury arising out of and in the course of his employment who is entitled to compensation and while sick leave is available shall be paid that portion of his regular wages or salary which together with said compensation will equal his regular pay. For each full day he is out of work, an employee will be deducted one-third day from his accumulated sick leave for each full day that he is disabled and out of work.

Section 4. Pension (a) For the purpose of providing retirement benefits for employees covered by this Agreement, the Employer agrees to make payment to the Laborers' International Union of North America National (Industrial) Pension Fund (the "Fund") for each eligible employee covered by this Agreement. The Employer shall contribute to the Fund twenty-three dollars and twelve cents (\$23.12) for each and every day or portion of a

day for which an employee covered by this Agreement is paid by the Employer (including hours or portions of hours of paid holidays, vacation, sick leave, personal leave, and other paid leave.)

(b) For the purpose of this Article, each day paid for including days of paid vacation, holidays, and other days for which pay is received by the employee in accordance with the Agreement shall be counted as days for which contributions are payable.

(c) Said sums shall be paid into the Fund not later than the twentieth (20th) day of each month and up to the end of the last complete payroll period of the preceding calendar month.

(d) The Union reserves the right to remove employees whose wages, hours and working conditions, as set forth in the Agreement are not met and/or if the Employer has failed to remit the aforementioned Pension Fund monies to the Fund within the time for payment thereof.

(e) Contributions shall be paid on behalf of an employee starting with the Employee's first day of employment in a job classification covered by this Agreement, provided however, the Employer shall have the option of including all its Employees not covered by this Agreement as a separate class in said Fund at the foregoing contribution rates on the terms set forth by

the Trustees thereof. The Employer agrees that in the event it elects to include such Employees, it will continue to make contributions for them for the period of this Agreement and so long as said Employees shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the 31st day following the execution of this Agreement or the day of employment, whichever is later, and shall hereafter maintain such good dues standing for the term of this Agreement. In the event an Employee works at least one (1) day but less than five (5) days in any work week, the Employer agrees to make contributions for five (5) days to the Fund on behalf of such employee, but in no event shall contributions for any week exceed five (5) days for any Employee. Failure to contribute to this Fund shall be in violation of the Agreement after the Employer is accepted as a participating employer.

(f) The Lincoln Water Commission will match 50% of Employee contributions to one of the currently offered voluntary pre-tax Employee Deferred Compensation 457 Plans, up to a maximum Employer matching contribution of \$6,000 per Employee, paid to individual deferred compensation accounts weekly. . Each yearly Employer matching contribution amount will be fully vested after one year. Additionally, the employer shall make an annual contribution of \$1000 on July 1st of each year to the voluntary pre-tax Employee Deferred Compensation account of each

participating employee who had been employed during the year prior to July 1. Effective July 1, 2025, said annual contribution shall be increased to \$2000.

ARTICLE XII

HOLIDAYS

All employees covered by this Agreement shall be paid their regular rate of pay for each of the following designated holidays:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Memorial Day	1/2 day before Christmas
Fourth of July	Christmas Day
Victory Day	1/2 day before New Year's
Labor Day	One (1) Personal Day
Columbus Day	Juneteenth

If a holiday is worked, each employee working the holiday shall be paid in addition to the above-mentioned holiday pay, at the rate of time and one-half his regular rate of pay for all hours worked.

ARTICLE XIII

VACATIONS

All employees covered by this Agreement shall receive the amount of vacation leave with pay as outlined in this Article.

Section 1. Any employee who has completed one (1) year of employment with the Lincoln Water Commission shall receive two (2) weeks' vacation with pay.

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Section 2. Any employee who has completed five (5) years of employment or more with the Lincoln Water Commission shall receive three (3) weeks' vacation with pay.

Section 3. Any employee who has completed ten (10) years of employment or more with the Lincoln Water Commission shall receive four (4) weeks' vacation with pay.

Section 4. Any employee who has completed fifteen (15) years of employment with the Town of Lincoln Water Commission shall receive five (5) weeks' vacation with pay.

Section 5. Vacation periods shall commence July 1st and shall terminate on June 30th of each fiscal year. A maximum of five (5) days in any fiscal year may be carried over as unused vacation leave on June 30th at the end of each fiscal year. Vacation time, as provided for above, shall be computed from the anniversary date of the hiring of the employee, as agreed by the parties.

ARTICLE XIV

SICK LEAVE

Section 1. All members of the bargaining unit, regularly employed continuously for at least six (6) months, shall be entitled to sick leave with full pay. Sick leave with full pay for the members of this bargaining unit shall be computed at the rate of one and one-quarter working days per month.

Section 2. Sick leave shall be granted for the following reasons only:

(a) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his or her position.

(b) Attendance upon the employee's mother, father, husband, wife, child, brother, sister or grandparents whose illness requires the care of such employee, provided that not more than seven (7) days with pay shall be granted to any employee for this purpose in any one (1) calendar year.

(c) Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only.

Section 3. All employees covered by this Agreement shall accumulate a maximum of one hundred fifty (150) days in the prescribed manner included in this Article.

Section 4. Any employee with at least ten (10) years of employment with the Town of Lincoln Water Commission who contracts a serious illness may be granted, with the approval of the Board of Water Commissioners, ninety (90) days' sick leave in addition to his accumulated leave as of the date that said illness occurs.

Section 5. To be eligible for sick leave, an employee must notify his foreman at least one hour prior to the time for

reporting for work.

Section 6. Any employee covered by this Agreement, who has been employed ten (10) consecutive years as a full time employee shall receive a cash reimbursement for all unused sick leave upon retirement from the Lincoln Water Commission, but not to exceed one hundred five (105) days.

Section 7. Upon the death of any employee covered by this Agreement, who has been employed ten (10) consecutive years as a full time employee, the estate of said deceased employee shall be paid an amount equal to all of the accumulated sick leave time owed the deceased employee, but not to exceed one hundred five (105) days.

Section 8. Short-term illness shall be considered for illnesses of one (1) day duration that cannot be substantiated by a doctor's note.

Section 9. Employees shall be required to execute an affidavit stating the nature of their illness when an employee has discharged more than five (5) single sick days for illnesses provided for in Section 8 above, in a fiscal year.

Section 10. Illnesses of a duration equal to or greater than three (3) days may be required to be substantiated by a note from a doctor prior to return to work indicating nature of illness and duration required to be off work.

Section 11. Any employee upon returning to work from any

sick leave shall be required to request from the foreman and complete an Absentee Report indicating the nature and extent of sick leave taken. Failure to complete the Absentee Report as stated shall result in non-payment of sick leave until the report has been properly submitted for payroll and record keeping purposes.

ARTICLE XV

BEREAVEMENT LEAVE

All members of the bargaining unit shall be allowed bereavement leave without loss of pay of five (5) days because of death of a mother, father, husband, wife, child, brother or sister or grandparents.

In the event of the death of an employee's mother-in-law, father-in-law or grandparents-in-law, brother-in-law, sister-in-law, the employee shall be allowed bereavement leave without loss of pay of one (1) day.

In the event of the death of any other person, the employee shall be allowed to discharge no more than one (1) sick or personal day.

In addition to the above, all employees upon proper notice to the employer may utilize any unused vacation days for additional bereavement leave.

ARTICLE XVI

JURY LEAVE

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Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty his jury duty pay; and if such jury duty pay is not equal to his regular forty hour weekly town pay, the Water Commission will pay him the difference between the jury duty pay and his regular town pay.

ARTICLE XVII

MILITARY SERVICE

Every employee covered by this Agreement who shall leave said position for up to fourteen (14) days' annual training in the Reserve Forces of the United States (whether through membership in the Reserve of the United States Army, Navy, Marine Corps, Air Force or Coast Guard) is hereby granted military leave of absence from the said position commencing with the day of leaving said position for said training purpose and continuing throughout the duration of said absence required by the continuance of service in said armed forces reserves. Furthermore, any such employee will be paid his/her regular wages less whatever such employee receives from the military for up to ten (10) work days.

In the event that the employee is assigned to full time duty overseas, a military leave of absence may be granted by the

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Board of Water Commissioners after which the employee may return to his former position without loss of seniority.

ARTICLE XVIII

COFFEE BREAKS

All employees covered by this Agreement shall be entitled to one (1) fifteen (15) minute coffee break in the first half of the work day. All crews exercising the right for coffee breaks shall notify headquarters at the beginning and the end of the coffee break. Travel time, if utilized shall be considered part of the fifteen (15) minute coffee break.

ARTICLE XIX

WASH-UP TIME

Employees shall be granted a maximum of ten (10) minutes paid wash-up time before their lunch period and before the end of the work day.

ARTICLE XX

MISCELLANEOUS

Section 1. Bulletin Board. The Water Commission shall provide a bulletin board in a conspicuous place to be used for the posting of Union Notices, rules and regulations.

Section 2. Safety. Both the Employer and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices and rules for the protection of employees and the public.

Section 3. Uniforms. The Employer shall provide an equipment/clothing allowance of \$400 per year per bargaining unit employee, minus standard payroll deductions, to be used for the purchase of required safety boots and any other incidental equipment.

The parties acknowledge that members of the bargaining unit are required to wear steel-toed safety work boots as part of their daily uniform.

Section 4. Licenses. All members of the bargaining unit, absent extraordinary circumstances beyond the employee's control, are required to acquire certain licenses within one year of their permanent employment and to maintain these licenses as a condition of employment with the Lincoln Water Commission. Such licenses may include vehicle and/or equipment operating licenses issued by the RIDOT or the RI DLT; water treatment and distribution licenses issued by the DOH; safety related training certificates issued by Federal, State or local agencies; and other job related licenses issued by various regulatory agencies.

All members of the bargaining unit are required to acquire and maintain a Rhode Island CDL B driver's license, a RIDOH distribution 1 and RIDOH treatment 1 license and the OSHA 40 hour safety course as a condition of employment. Said licenses must be acquired within one (1) year of date of hire. In

addition, the positions of equipment operator/back up operator are required to acquire and maintain Rhode Island backhoe and CDL A licenses. The position of foreman is required to acquire and maintain, in addition to all the above, a RIDOH distribution grade III and RIDOH Treatment grade II license.

Stipends: The Commission and Local 1033 agree to a one time increase in employees' wage rates upon attainment of each of the listed licenses as follows:

CDL-A	\$.25/hr.
Backhoe	\$.25/hr.
Distribution 2	\$.50/hr.
Treatment 2	\$.25/hr.
Distribution 3	\$.75/hr.

Wage rate of existing Foreman on July 1, 2020 to increase by \$3.00/hr.

Employees choosing to obtain said licenses agree to do so at their own expense and on their own time.

The list of required licenses may change.

Section 5. As a condition of employment, all members of the bargaining unit shall maintain a normal Class O Operator's License.

Section 6. Working Out of Classification. Employees covered by this Agreement who are authorized by the Employer to work in a higher rated classification shall receive the higher

rate of pay. In the event an employee is authorized to work in a higher classification for four hours or more in one day, the employee shall receive the higher rate of that classification for the full day.

ARTICLE XXI

STEWARDS

The Union Steward shall be furnished by the Union. The Steward shall have the right to report any violations of any provisions in this Agreement to the Union. Said violation or grievance shall be processed in accordance with the Grievance and Arbitration procedures included in this Agreement.

ARTICLE XXII

GRIEVANCE AND ARBITRATION

Section 1. Grievance. It is mutually understood and agreed that all grievances of employees or the Employer arising out of the provisions of this Agreement shall be dealt with as provided for in this Article.

Section 2. The Union Steward, upon proper notification and with sufficient identification of the issue at hand shall be guaranteed sufficient time off during working hours to settle grievances without loss of pay. An aggrieved employee shall have the right to Union Representation, including Council and International Representation through the entire duration of the grievance. The Board of Water Commissioners shall have the

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right to legal counsel through the entire duration of the grievance procedure. The employer reserves the right to deny the Union Steward the requested time off if the needs of the Lincoln Water Commission are such that his absence would pose a detriment to the Lincoln Water Commission. In all instances, the Steward shall be granted time off within 48 hours of the request.

Step #1. Employees in the first instance may register grievances with the Steward of the Union, who shall present such grievances in writing to the Superintendent of the Water Commission no later than ten (10) days after the occurrence of said alleged grievance.

Step #2. If unable to reach a satisfactory adjustment within three (3) working days, the Union shall submit the grievance in writing to the Board of Water Commissioners who must then meet to consider the grievance within ten (10) days. The Water Commissioner's answer shall be in writing to the Union.

Step #3. In the event the grievance is not satisfactorily adjusted within five (5) days after the answer to the Board of Water Commissioners, either party may submit the case to binding arbitration.

Section 3. Arbitration. Both parties to this Agreement agree to submit all disputes, except as otherwise provided

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herein, to binding arbitration under the auspices of the American Arbitration Association or the Labor Relations Connection in accordance with the rules then obtaining. The submission to arbitration must be made within ten (10) days after the expiration of the last grievance step. The Arbitrator shall have no power to alter, amend, add to or deduct from the arrangements of this Agreement nor shall the Arbitrator have the power, with respect to any right or grievance for any period prior to the effective date of this Agreement.

Section 4. Time Limitations. The time limitations set forth in this Article are deemed to be of the essence and failure to comply with said time limitations shall be deemed to constitute a waiver of the grievance.

Notwithstanding the aforestated paragraph, the time imitations set forth may be extended by mutual agreement of the parties.

ARTICLE XXIII

CHANGES OR AMENDMENTS

It is hereby agreed that this Agreement contains the complete Agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of the Agreement except by the mutual consent in writing of the parties hereto.

ARTICLE XXIV

MANAGEMENT RIGHTS

Except as expressly limited by the terms of this Agreement or by applicable federal or state law, the Employer retains all rights and powers held by it previously to the certification of the Local as bargaining agent; including, but not limited to, the right to fix and determine the Employer's operating budget and capital expenditures, to establish rules and regulations, to determine the physical location of all facilities, to determine staffing levels and assignments of individuals, to hire, evaluate, assign, transfer, promote, demote, suspend, discharge or discipline all employees, to schedule work and, in general, to determine how, when, where, and by whom the duties of employees, as reasonably determined by the Employer, shall be performed.

ARTICLE XXV

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Town of Lincoln Board of Water Commissioners, and its successors and assigns, and the Union and its successors and assigns. No provision herein contained shall be nullified or ineffective in any manner as a result of any change in the Lincoln Board of Water Commissioners.

ARTICLE XXVI

STRIKES AND LOCKOUTS

Section 1. Strikes. During the duration of this Agreement employees of the bargaining unit agree not to participate in an organized withdrawal of services. No strike, "sick-out" or "labor action" will be entered into or organized against the Lincoln Water Commission by any employee of the bargaining unit during the term of this document.

Section 2. Lockouts. During the duration of this Agreement the Lincoln Water Commission will not prevent employees who are members of the bargaining unit from performing their normally assigned duties. The Lincoln Water Commission shall not engage in any lockouts.

ARTICLE XXVII

DURATION OF AGREEMENT

Section 1. The provisions of this Agreement shall remain in effect from July 1, 2024, to June 30, 2027 and shall continue thereafter from year to year unless either party gives notice in writing one hundred twenty (120) days prior to the expiration date to the other party of their desire to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which notice is given.



Section 2. The provisions to the preceding section shall not prevent the parties by written agreement, to extend any portion of this Agreement [after the one hundred twenty (120) days' notice has been given] for any agreed upon period beyond its expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 9th day of September, 2024.

TOWN OF LINCOLN
BOARD OF WATER COMMISSIONERS

By 
Kenneth Booth
Chairman

RHODE ISLAND LABORERS'
DISTRICT COUNCIL

By 
Arthur Jordan
Business Manager

By 
Julie A. LaBreche
Secretary

LOCAL UNION 1033, LIUNA,
By 
Ronald R. Coia, Esq.
Business Manager

WITNESS: Andra Nascimento

WITNESS: 



ADDENDUM A - HEALTHCARE BENEFIT SUMMARY

Town of Lincoln - Lincoln Water Commission
 Rate Year: July 1, 2013 through June 30, 2014



Alternative Plans					
Current					
Plan Options	HMC2C 7	Plan Option 1 HMC2C 2	Plan Option 2 HMC2C Coln 1	Plan Option 3 HMC2C Coln 6	Plan Option 4 Blue Solutions for MSA Plan "1"
HSA Qualified		No	No	No	Yes
Deductible Year Type		Calendar	Calendar	Calendar	Calendar
Pharmacy Copays		\$7/\$25/\$40/\$65	\$7/\$25/\$40/\$65	\$7/\$25/\$40/\$65	None
Pharmacy Deductible		\$0	\$0	\$0	\$0
Mall Order Copays		2.5	2.5	2.5	2.5
Major Medical w/ RxC		NONE	NONE	NONE	NONE
Major Medical w/o RxC		NONE	NONE	NONE	NONE
Office Visit Copay		\$15	\$15	\$15	0%
Office Visit Specialist Copay		\$25	\$25	\$25	0%
Office Visit Allergy/Derm Copay		\$25	\$25	\$25	0%
Office Visit Vision Copay		\$25	\$25	\$25	0%
Office Visit Chiro Copay		\$25	\$25	\$25	0%
Urgent Care Center Copay		\$50	\$50	\$50	0%
Emergency Room Copay		\$100	\$100	\$100	0%
Acupuncture		NONE	NONE	NONE	NONE
Hearing Aid		NONE	NONE	NONE	NONE
Vision Hardware Reimbursement		NONE	NONE	NONE	NONE
Good Health Benefit		NONE	NONE	NONE	NONE
In Network Benefits					
In Network Coinsurance		0%	0%	0%	0%
Medical Individual Deductible		N/A	\$250	\$500	\$1500
Medical Family Deductible		N/A	\$500	\$1000	\$3000
Medical Individual OOP Maximum		N/A	\$750	\$1500	\$1500
Medical Family OOP Maximum		N/A	\$1500	\$3000	\$3000
Out-of-Network Benefits					
Out-of-Network Coinsurance		20%	20%	20%	40%
Medical Individual Deductible		\$1000	\$1000	\$1000	\$3000
Medical Family Deductible		\$2000	\$2000	\$2000	\$6000
Medical Individual OOP Maximum		\$3000	\$3000	\$3000	\$9000
Medical Family OOP Maximum		\$6000	\$6000	\$6000	\$18000
Estimated % Savings		-5.0%	-8.4%	-12.1%	-25.6%

Benefit Descriptions shown are a High Level Overview Only.

All rates assume Single Option offering.

Blue Cross Blue Shield of Rhode Island is an Independent Licensee of the Blue Cross and Blue Shield Association.

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ADDENDUM B - DENTAL BENEFIT SUMMARY

Delta Dental of Rhode Island

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Delta Dental of Rhode Island
P.O. Box 1517
Providence, RI 02901-1517

Group Name: LINCOLN WATER COMMISSION **Group ID:** 5997-0007
Product Name: Delta Dental Premier **Plan Type:** National Coverage

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. Coverage for benefits with time limitations (e.g. 6, 12, 24, 36 or 60 months) is calculated to the exact day. Benefits will then be available the following day. For example, when a procedure is covered once every 12 months, if the procedure was performed on July 1, 2009, it will not be covered again until July 2, 2010.

Maximums

Below is a summary of all maximums associated with your group and policy.

Annual Maximum	\$2,000.00		
Orthodontic Lifetime Maximum	\$2,000.00		
Maximum Lifetime Cap	Unlimited		
Maximum Carry Over: \$250.00	In Network Bonus: \$100.00	Carry Over Limit: \$1,000.00	

Benefits Summary

Below is a summary of your group's benefit coverage for services received within the Delta Dental network. To maximize your dental benefits, we encourage you and your employees to visit a participating dentist. Your out-of-pocket costs will be higher when you visit a non-participating dentist.

Individual Deductible: \$0.00 Family Deductible: \$0.00

Indicates Pre-Treatment Estimate recommended for this procedure.

Procedure	Covered At	Deductible Applies	Waiting Period	Frequency/Limitations
Diagnostic				
Oral exam	100%	No	None	Once per calendar year performed by a general dentist
Biting x-rays	100%	No	None	One set per calendar year
Complete x-ray series or panoramic film	100%	No	None	Once every 36 months
Single x-rays	100%	No	None	As required
Preventive				
Cleaning	100%	No	None	Twice per calendar year
Fluoride treatment	100%	No	None	For children under age 18 once per calendar year
Space maintainers	100%	No	None	Once every 60 months for lost deciduous (baby) teeth
Restorative				
Amalgam (silver) fillings	100%	No	None	

<https://www.deltadentalonline.com/Accounts/Summary.aspx>

12/20/2013

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					Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
	Recementing crowns or bridges	100%	No	None	Once every 60 months
<input checked="" type="checkbox"/>	Crowns over natural teeth, build ups, posts and cores	100%	No	None	Replacement limited to once every 60 months
	Endodontics				
	Root canal therapy	100%	No	None	
	Periodontics				
	Periodontal maintenance following active therapy	60%	No	None	Two per year
<input checked="" type="checkbox"/>	Root planing and scaling	50%	No	None	Once per quadrant every 24 months
<input checked="" type="checkbox"/>	Osseous (bone) surgery	50%	No	None	Once per quadrant every 24 months (bone grafts are not covered)
<input checked="" type="checkbox"/>	Gingivectomies	60%	No	None	Once per site every 24 months
<input checked="" type="checkbox"/>	Soft tissue grafts	50%	No	None	Once per site every 60 months
<input checked="" type="checkbox"/>	Crown lengthening	50%	No	None	Once per site every 60 months
	Prosthodontics				
	Repairs to existing partial or complete dentures	100%	No	None	Once per calendar year
	Relining or refitting of partial or complete dentures	100%	No	None	Once every 60 months
<input checked="" type="checkbox"/>	Bridges, build ups, posts and cores, crowns over implants	50%	No	None	Replacement limited to once every 60 months
<input checked="" type="checkbox"/>	Partial and complete dentures	50%	No	None	Replacement limited to once every 60 months
	Extractions and Oral Surgery				
	Extractions and other routine oral surgery when not covered by a patient's medical plan	100%	No	None	
	Orthodontics - Subject to applicable lifetime maximum				
	Braces and related services	50%	No	None	For dependent children under the age of 19.
	Other Services				
	Palliative treatment (minor procedures necessary to relieve acute pain)	100%	No	None	Twice per calendar year
	General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures	100%	No	None	

Dependent children are covered up until the end of the year that they turn 19. Dependent children who are students over age 19 are covered as long as they stay in school or up until the end of the year that they turn age 23.

Exclusions & Limitations All claims must be filed within one year of the date of service. Unless specifically covered by your dental plan, the following are not covered:

- Services that do not qualify for payment according to our dental treatment guidelines. (These guidelines assist Delta Dental in making determinations as to whether services are covered and whether a particular service is the least costly, clinically acceptable method of prevention, diagnosis or treatment. A service may not qualify for coverage under these guidelines even though it was performed or recommended by a dentist.)
- Any services that are not specifically covered in your group's Certificate of Coverage.
- Services received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trustee or similar person or group.
- An illness or injury that Delta Dental determines is employment related.
- Services you would not be required to pay for if you did not have this Delta Dental coverage.
- Services provided by a dentist who is a member of your immediate family.
- An illness, injury or dental condition for which benefits are, or would have been available, through a government program if you did not have this Delta Dental coverage.
- Services rendered by someone other than a licensed dentist or a licensed hygienist operating as authorized by applicable law.
- Specialty exams.
- Consultations.
- Disorders related to the temporomandibular joint (TMJ) including night guards and surgery.
- Services to increase the height of teeth or restore occlusion.
- Restorations required because of erosion, abrasion or attrition.
- Services meant primarily to change or improve your appearance.
- Occlusal guards.
- Implants.
- Bone grafts.
- Splinting and other services to stabilize teeth.
- Prescription drugs, lab exams or reports.
- Guided tissue regeneration.
- Temporary bridges or crowns.
- Services related to congenital abnormalities.
- General anesthesia/intravenous sedation for non-surgical extractions, diagnostic, preventive or any restorative services.
- General anesthesia/intravenous sedation administered by anyone other than a dentist.
- Delta Dental also reserves the right to adopt and to apply, from time to time, such administrative policies as it deems reasonable in approving the eligibility of subscribers and the appropriateness of treatment plans and related charges.

