

**CONTRACT BETWEEN  
THE STATE OF RHODE ISLAND  
AND  
THE UNIVERSITY OF RHODE ISLAND  
ASSOCIATION OF  
CLERICAL-TECHNICALS  
UNIVERSITY OF RHODE ISLAND-  
NATIONAL EDUCATION ASSOCIATION  
(ACT/URI-NEA)**

**July 1, 2008 – June 30, 2012**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE .....	1
ARTICLE I .....	1
Recognition .....	1
ARTICLE II .....	2
Non-Discrimination Clause .....	2
ARTICLE III.....	2
Dues Deductions-Agency Shop .....	2
ARTICLE IV .....	3
Rights of the Association .....	3
ARTICLE V.....	5
Personal Freedom.....	5
ARTICLE VI .....	5
Conditions of Employment .....	5
ARTICLE VII.....	8
Work Day and Work Week.....	8
ARTICLE VIII.....	10
Salary Schedule.....	10
ARTICLE IX .....	13
Reclassification Appeals.....	13
ARTICLE X.....	14
Overtime, Shift Differential, and Call In Time.....	14
ARTICLE XI .....	17
Seniority, Promotions, Transfers, Layoffs,.....	17
Limited Positions and/or Appointments, .....	17
Reorganizations, and Reassignments.....	17
ARTICLE XII .....	25
Grievance Procedure.....	25
ARTICLE XIII.....	28
Fringe Benefits.....	28
ARTICLE XIV.....	36
Day Care Centers .....	36
ARTICLE XV.....	36
Sub-Contracting Procedure .....	36
ARTICLE XVI.....	37
Unpaid Leaves of Absence .....	37
ARTICLE XVII .....	39
Paid Leaves of Absence .....	39
ARTICLE XVIII.....	45
Professional Development .....	45
ARTICLE XIX.....	45
Probationary Employees and Due Process and Review Process .....	45

ARTICLE XX.....	48
Personnel Files .....	48
ARTICLE XXI.....	49
Testing.....	49
ARTICLE XXII .....	49
Special Time Off.....	49
ARTICLE XXIII.....	49
Legal Defense .....	49
ARTICLE XXIV.....	50
Saving Clause.....	50
ARTICLE XXV .....	50
Management Rights .....	50
ARTICLE XXVI.....	50
No Strike Clause .....	50
ARTICLE XXVII .....	50
Study Group.....	50
ARTICLE XXVIII.....	51
Alteration of Agreement .....	51
ARTICLE XXIX.....	51
Duration .....	51
MEMORANDUM OF AGREEMENT .....	52
MEMORANDUM OF AGREEMENT .....	53
MEMORANDUM OF AGREEMENT .....	54
MEMORANDUM OF AGREEMENT .....	55
LETTER OF UNDERSTANDING .....	57
MEMORANDUM OF AGREEMENT .....	58
MEMORANDUM OF AGREEMENT .....	59
MEMORANDUM OF AGREEMENT .....	62
LIST "B" NOTICES .....	62
MEMORANDUM OF AGREEMENT .....	62
NON-WAGE PROPOSALS .....	62
MEMORANDUM OF AGREEMENT .....	63

## **PREAMBLE**

It is agreed that the purpose of this Agreement is to carry out the policy of the State and the University of Rhode Island by encouraging a more harmonious and cooperative relationship between the State, the University and its employees by providing for procedures which will facilitate the free and frequent communications between the State, the University and its employees.

The State, the University and the Association recognize that members of the Association of Clerical Technicals/URI/NEA are an invaluable resource, and perform a vital service to the University. The professional way in which they perform their duties contributes greatly to the efficient way in which the University operates.

The State, The University and the Association further recognize the high level of responsibility members of our unit have assumed, and the many contributions to the University members of our unit have rendered, and it will be reflected in the respect received. It is agreed that members of the Association will be able to further their contributions to the University by serving as members of the various University Committees and by becoming part of the policy making mechanism that is unique to the University Community.

The State, the University, and the Association agree to encourage personal and professional development by offering educational programs affording members of our unit opportunities to take incentive courses and develop training skills. The University further agrees that by encouraging these programs, they will be developing the inner strength of our membership, and the University understands the benefits that will be derived. The State, the University, and the Association agree to work to improve the classified system so that it becomes a system which encourages equality and upward mobility.

These above-stated concerns are primary motivations for the parties to enter into this Agreement.

## **ARTICLE I**

### **Recognition**

The State hereby recognizes the Association as the sole and exclusive bargaining agent for all employees within the bargaining unit. The bargaining unit consists of those classes of position found appropriate as a result of the petition submitted in Case Number EEN3109.

The State agrees that no employee shall be discriminated against, intimidated, or coerced in the exercise of his/her right to bargain collectively through the Association, or on account of his/her membership in or activities on behalf of the Association.

No person or persons represented by the exclusive negotiating agent shall bargain individually or collectively with the State concerning any terms or conditions of employment except through the authorized representatives of the ACT/URI/NEA as provided in the State Labor Relations Act.

## **ARTICLE II**

### **Non-Discrimination Clause**

The State and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, marital status, physical handicap, political affiliation, parental status, or sexual preference.

All references to employees in the Agreement designate both sexes, and wherever the female gender is used, it shall be construed to include male and female employees.

The Association and the employer shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right to join or not to join the Association and will not discriminate against the employee in the administration of this Agreement because of membership or non-membership in the Association.

Nothing in this Agreement shall be construed so as to prevent compliance with any obligation imposed by the Americans with Disabilities Act of 1990.

The State and the Union agree to establish a Committee consisting of representatives from both parties to explore affirmative employment action, and if possible, to enter into a letter of understanding.

In accordance with University policy, sexual harassment shall not be allowed.

## **ARTICLE III**

### **Dues Deductions-Agency Shop**

Membership in any employee organization may be determined by each individual employee, provided, however, that all non-members of the exclusive representative organization shall pay to the exclusive organization a service charge as a contribution toward the negotiation and administration of any collective bargaining agreement in an amount equal to the regular bi-weekly membership dues of said organization.

The State Controller shall, upon certification of the exclusive organization, deduct bi-weekly from said employee's salary said above amount and remit the same to the treasurer of the exclusive bargaining organization. The State will not deduct dues for membership in any other Union.

The State Controller shall also deduct Association dues from the wages of those members who authorized the State to do so in writing and shall forward promptly to the treasurer of the Association a check representing the amount so deducted.

The appointing authority shall give written notice to the treasurer of the Association of those employees within the respective bargaining unit who become eligible for membership in the Association.

## **ARTICLE IV**

### **Rights of the Association**

- A.** Designated Association members and/or officers shall be granted time with pay during working hours to investigate and seek to settle grievances. In addition, time with pay will be granted to attend hearings and to attend other meetings and conferences on contract negotiations with State officials.  
Such time shall be with the approval of the department director involved, and such approval shall not be unreasonably withheld. It is understood that full accountability for the use of such paid leave is a legitimate management concern.
- B.** No Association steward or committee member or representative shall be discriminated against as a result of performance of legitimate Association business.
- C.** The Association shall furnish the State and University with a written list of its officers immediately after their designation and shall promptly notify the State and University of any change in such officers.
- D.** Association representatives will be permitted to visit Association officers and committee members on State premises for the purpose of discussing Association business.
- E.** The Association shall have the right to use the University Central Mail System for communications, including mass distribution, subject to University policy. The Association will be assigned reasonable bulletin boards for the exclusive use of the Union on all campuses of the University.
- F.** Nothing contained herein shall be construed to deny or restrict any employee rights he/she may have under the General Laws of the State of Rhode Island or other applicable laws and regulations.

- G.** The State recognizes the Association's rights to have access to information relative to budget requests and authorization and staffing projections as it affects the members of the bargaining unit, register of personnel, names and addresses and salaries and steps of all employees in the bargaining unit, and agenda and minutes of all open Board of Governors. Upon written request, the Association shall furnish information requested by the University.
- H.** The University Administration shall inform the Association as to new or modified, long-range institutional planning at least thirty (30) work days prior to the implementation of any plans that would affect members of the bargaining unit. Upon notification, the Association may meet with the Administration for the purpose of discussing the above-mentioned plans.
- I.** The President of the University, the Personnel Director or the Labor Relations Administrator will meet with the President of the Association upon request at a mutually convenient time.
- J.** It is hereby agreed that a representative appointed by the President of the Association may be included on all search and screening committees for Chief University Administrators.
- K.** The University commits itself to strive for more balance in making appointments to committees in a continuing effort to increase participation. Furthermore, the University reaffirms its belief that the outcome of committee activities are meaningful only to the extent that the composition of committees represents a cross-section of the University community. Appointed committee members may be granted leave with pay to attend committee meetings held during regular hours of work. Such leave will not be unreasonably withheld.

Therefore, the President of the University will appoint a member of the bargaining unit to the following committees:

The Space Allocation Committee  
Safety Committee  
The Affirmative Action Committee  
The Student Employment committee

The President of the University will notify the President of the Association of all appointments.

- L.** The Association shall be allowed to rent space similar to that rented by other Unions. Space will be provided within 60 days of the signing of this Agreement.

- M. An employee shall have the right to talk with a Union representative concerning Union business during working hours free from employer domination or interference.
- N. The Union shall be notified, in writing, or any emergency appointments, stating name(s), of employee(s), department or division and employment dates.

## **ARTICLE V**

### **Personal Freedom**

The political or religious activities of any employee shall not at any time affect his/her employment or be grounds for discipline or discrimination subject to the limitations of the Merit System enumerated in 36-4-63.

Every member of the bargaining unit shall have the right to join and participate in the activities of the Association without prejudice of any kind.

## **ARTICLE VI**

### **Conditions of Employment**

#### **A. Health, Safety, and Welfare**

The State and University shall provide and maintain safe working conditions relating to the health, welfare, and safety of the employee and make a conscientious effort to maintain standards comparable with OSHA standards.

##### **1. Conditions**

- a. The University shall provide employees with toilet facilities with locks, cool, clean drinking water and hot water within reasonable access to the employee's work area. (Reasonable shall mean within the building of employment excluding trailers).
- b. Every effort will be made to provide all offices and work areas with natural or mechanical systems of ventilation.
- c. If the temperature in any area is such to negate the employee's ability to function adequately, for a period of more than ninety (90) consecutive minutes, the employee will be assigned to an area for the remainder of the work day where the temperature is appropriate to enable the employee to function adequately.

- d. Every effort will be made to ensure that parking areas will be lighted, and cleared of ice and snow during winter.
- e. In the event of a bomb scare, the building will be searched and declared safe by trained personnel before employees are required to return to work.
- f. The University will make every effort to provide suitable space for an employee's lounge in each office building. If this is not possible, then a space in each building will be set aside for the exclusive use of employees for coffee breaks and lunch. All buildings currently having an employees' lounge which has been designated as such shall continue to provide a lounge within the building.
- g. In the event of a power outage that exceeds ninety (90) consecutive minutes in an affected area, the employee will have the option to:
  - 1. Remain in the affected area, or
  - 2. Take leave without pay for the remainder of work day, or
  - 3. Take vacation or personal leave for the remainder of the work day, or
  - 4. Move to an unaffected area.

**B. University-wide Safety Committee**

The State shall make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of employees. The University will appoint a representative to the University-wide Safety Committee.

A University-wide Safety Committee shall be appointed composed of two (2) representatives selected by the Association and two (2) representatives of the University appointed by the State. Said Committee shall appoint its own chairperson and shall meet when it is determined by two (2) or more members that such a meeting is warranted (not to exceed more than two (2) meetings per month). The University-wide Safety Committee shall be responsible for the securing, locating, and maintaining of a first aid kit for each work area designated by the Committee, such material to be furnished by the State and the University.

All safety and health problems shall first be discussed by the employee and the University's designee and the Association's representative. If they are unable to resolve the matter, it shall be referred to the next University-wide safety meeting, provided, however, that any situation that may place in jeopardy the life, limb, or

physical and/or mental health of an employee shall be immediately resolved by the University's designee, Association representative, and a representative of the Physical Plant.

**C. Miscellaneous Working Conditions**

1. No employee shall be required to perform personal services for supervisors such as serving coffee, shopping, etc.
2. The University Administration shares the Association's concern that work performed for personal gain not be conducted during normal working hours or involve the use of University facilities. Members of the bargaining unit who question the propriety of a specific work assignment may refer the question to the appropriate department chair or manager for a decision. An appeal of that decision may be made to the Vice-President of Business and Finance. If the decision of the Vice-President is not acceptable, the decision may be appealed to the Assistant Director (Employee Relations) of the Department of Administration. The decision of the Assistant Director will be final and binding.
3. Employees who are required to assume additional responsibilities or perform work outside their classification shall be requested to do so in writing and be entitled to appeal through the Reclassification Appeals Procedure as provided for in this Agreement. If such written request is not made within twenty-four (24) hours, the employee need not perform the additional responsibilities.
4. Any employee whose salary is allocated from "soft" funds, either directly or indirectly shall be entitled to all the rights of the contract.
5. Employees will be informed of any change in supervisors prior to the new supervisor being employed in the new position.
6. All employees will be provided with identification cards by the University at no cost.
7. All privileges and benefits which employees have hitherto enjoyed shall be maintained and continued by the State and University for the term of this Agreement.
8. Any employee who believes he/she has been treated unfairly as it applies to his/her working conditions, or that his/her working conditions have been unfairly assigned, may have access to the Grievance Procedure (Article XII).

9.
  - a. Employees not included in the recognized bargaining unit shall not perform work normally assigned to employees in the bargaining unit to displace said employees except in an emergency situation.
  - b. The long standing practice of providing part-time employment as a University obligation to needy and worthy students will continue. Students shall not be employed to perform duties within the occupations represented by this bargaining unit for more than 20 hours per week per student except for vacation periods. Further, students shall be defined as those individuals carrying at least nine (9) credit hours per semester.

## **ARTICLE VII**

### **Work Day and Work Week**

- A.** It is hereby agreed that there shall be four (4) basic work weeks as follows:
1. A thirty-five (35) hour work week (five consecutive days of seven consecutive hours), Monday through Friday, exclusive of unpaid lunch periods.
  2. A forty (40) hour work week (five consecutive days of eight consecutive hours), Monday through Friday, exclusive of unpaid lunch periods.
  3. A non-standard work week of an average of at least thirty-five (35) hours per week, exclusive of unpaid lunch periods.
  4. Non-Standard, non-exempt work week: Employees so classified by the Personnel Administrator who work more than forty (40) hours in a work week shall receive overtime pay at time and one half for all hours worked in excess of forty (40) hours. Employees so classified are listed in Appendix A. The number of hours in an employees' regular work week will not be increased as a consequence of this paragraph. Nothing in this agreement shall be construed to change existing work weeks.

**B.** Variable Work Week

Where variations in regular employee work schedules of 35 or 40 hours per week are necessary or desired, they may be arranged in advance with appropriate immediate supervisors upon consulting with the employees. If the affected employee does not agree with the change, he/she may avail himself/herself of his/her rights under the Grievance Procedure (Article XII). An employee whose work schedule requires him/her to work fourteen (14) or more hours of a thirty-five (35) hour work week during the "evening tour of duty" or during the "night

tour of duty” shall be paid a shift differential for his/her entire (35) hour work week. An employee whose work schedule requires him/her to work sixteen (16) or more hours of a forty (40) hour work week during the “evening tour of duty” or the “night tour of duty” shall be paid a shift differential for his/her entire forty (40) hour work week.

**C.** A flex work week schedule shall be defined as a work week, Sunday through Saturday, and shall consist of a total of thirty-five (35) hours in those classes of positions where applicable, or a total of forty (40) hours in those classes of positions where applicable, or an average of at least thirty-five (35) hours in those classes of positions where applicable.

1. A flex work schedule shall only be implemented at the sole discretion of the University. If the University decides to implement a flex work week schedule in any area or department, it shall follow the following procedure:

- a. The University shall notify in writing the Union President and all affected employees at least thirty (30) days prior to the proposed date of implementation.
- b. The University shall schedule a meeting within ten (10) days of said written notice between the Union President, all affected employees in the area or department, the employee's supervisor(s), the University Personnel Office, and the Labor Relations Administrator or his designee.
- c. A flex time work week will be implemented in an affected area or department only with mutual agreement between the Union President and the State. Should no agreement be reached, the then existing work week shall be retained.
- d. In the event that it is not necessary for all employees in the affected area or department to work on a flex work week schedule, it shall be offered to employees on the basis of primary seniority.
- e. Failure by the University to exercise its discretion in Section C-1 above shall not be subject to the grievance procedure.

**D.**

1. Those classifications/job titles currently in the bargaining unit, employed in a regular or variable thirty-five (35) hour work week, shall remain so employed.
2. Those classifications/job titles found newly appropriate to this bargaining unit which were heretofore forty (40) hour positions may be employed in a forty (40) hour week.

3. Those classifications/job titles found newly appropriate to this bargaining unit which where heretofore non-standard work week positions may be employed in a non-standard work week.
  4. Any forty (40) hour classification/job title which was paid above the thirty-five (35) hour pay scale shall continue to be so compensated if placed in this bargaining unit.
- E.** All part-time employees in the bargaining unit employed in a minimum of sixteen (16) hours per week shall be entitled to annual leave and/or sick leave on a pro-rata basis. All part-time employees in the bargaining unit employed a minimum of twenty (20) hours per week shall be entitled to fringe benefits on a pro-rata basis.
- F.** Employees shall be granted a fifteen (15) minute coffee break during the first half and the second half of their work day. All employees shall be granted a meal period of not less than one-half (1/2) hour duration nor more than one (1) hour duration during each work day. Employees may leave their place of employment during the above-mentioned time periods.
- G.** Shift hours, upon being scheduled, will be posted.
- H.** When an employee is required in writing by the appointing authority or his/her designee to work in a higher class of position for a period of more than three (3) consecutive working days, such employee shall receive the lowest salary rate of that higher class which will provide a pay increase of at least one (1) step over his/her present assignment. An employee may refuse such assignment if he/she does not receive such written authorization.
- I.** Employees working sixteen (16) hours or more per week are in the bargaining unit.<sup>1</sup>

## **ARTICLE VIII**

### **Salary Schedule**

**A. Wages**

**Pay Reduction**

All employees shall receive a one day pay reduction (equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding overtime) which will be effective for one (1) payroll period during June 2009 as designated by the State.

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<sup>1</sup> Language from MOA #4.

Employees so affected will be entitled to accrue one (1) additional day of paid leave during that payroll period. This leave will accrue to part-time employees on a pro rated basis.

Employees may request to discharge this additional paid leave during any payroll period following the payroll period in which it was earned and/or elect cash payment for that one day in the fiscal year beginning July 2010 and until June 30, 2012. Any hours not discharged or paid as of June 30, 2012 will be lost.

Balances of accrued vacation, sick and "deferred vacation" leave shall be paid at the pre-reduction rate of pay to employees who terminate or retire from State service during this salary reduction period.

Employees completing their in-service training incentive credits during the salary reduction period will be awarded the appropriate salary adjustment based on the pre-reduction rate of pay.

The State may waive the right to a pay reduction if there is sufficient funding.

- (1) There shall be an across-the-board wage increase of 2.5% effective July 1, 2009.
- (2) There shall be an across-the-board wage increase of 3.0% effective July 1, 2010.
- (3) There shall be an across-the-board wage increase of 3.0% effective July 1, 2011.

**B.** An employee appointed from an employment or promotional list shall receive a one-step increase at the satisfactory completion of the probationary period and shall receive an additional one-step increase each year thereafter until he/she has reached the maximum of his/her grade.

**C.** Any employee who is appointed to a position in the bargaining unit for which there is no list shall receive a one-step increase after six (6) months of service and after each year of service thereafter in his/her classification until he/she has reached the maximum step in his/her pay grade.

**D.** Each employee shall be granted longevity increase according to the following formula:

<b><u>YEARS OF SERVICE</u></b>	<b><u>PERCENTAGE INCREASE</u></b>
5	5% of current salary
11	10% of current salary
15	15% of current salary
20	17.5% of current salary
25	20% of current salary

Each employee shall be granted longevity increases according to the existing formula, computation of longevity shall begin however, with the initial day of employment.

- E.** Each employee who has successfully completed a four-course curriculum approved in advance by the Office of Training and Development, in the Department of Administration, shall be entitled to a one-step increment next above his/her current base step (or if the employee is at the maximum of the grade, an increment equal in amount to the difference between the last step in the pay range and that step immediately prior to it). If an employee moves into a higher classification, he/she may take an additional four-course curriculum subject to the above mentioned provisions contained herein. These incremental stipends shall be limited to a maximum of two in two different classifications. Any employee whose position is reclassified to a higher classification shall be eligible for only one four-course curriculum increment. Employees pursuing work related courses under these provisions may, subject to prior approval of their supervisor/manager, attend such courses during their normal working hours provided that the same course is not offered at a time the employee is not normally at work. Approval will not be unreasonably denied.
  - 1. Persons employed prior to July 1, 2001 shall remain covered by the existing provision of Article 8.E except that all incentive courses must receive prior approval from the Office of Training and Development in the Department of Administration.
  - 2. Persons first employed on or after July 1, 2001 shall retain said increment for not more than four years; provided they shall be eligible to earn additional increments, under the Incentive In-Service Training Program, by commencing additional training three years or more after final payment of the previously earned increment.
  - 3. A person employed prior to July 1, 2001 may become eligible for multiple increment payments under Paragraph 2 by submitting to the Department of Administration's Office of Training and Development a written form giving up career increment retention under Paragraph 1.
- F.** Association of Clerical-Technicals/URI/NEA Classified Annual Salary Ranges (attached at the end of the contract).

**G. Classification Revision Committee**

The State and the Union agree to continue in existence the Classification Revision Committee. It shall consist of two (2) representatives of the Union, (2) representatives of the State and one (1) representative mutually agreeable to the Committee. The purpose of this Committee shall be to study and review the position classifications, work responsibilities and pay grades of members of the bargaining unit. Either party may request a meeting of the group and that meeting will commence within two (2) weeks of the request. Recommendations of the Committee will be forwarded to the Union and Personnel Administrator for consideration. If the Union is not satisfied, they may appeal to the Director of Administration. If the Union is not satisfied with his decision, they may appeal to the Personnel Appeal Board. Action under this issue shall not be subject to the Grievance Procedure or Arbitration.

## **ARTICLE IX**

### **Reclassification Appeals**

**A.** During the term of this Agreement, any employee who believes his/her responsibilities more closely resemble the job description of another classified position rather than the one assigned; or any employee asked to perform responsibilities out of classification, may appeal for reclassification to that position in the following manner:

1. Make a request in writing for a desk audit to the Personnel Office at the University. The employee shall be furnished with a classification questionnaire within five (5) working days of said request.
2. Within thirty (30) working days of receipt of the completed questionnaire, the employee's immediate supervisor and appointing authority shall forward said questionnaire to the State Office of Personnel Administration for study, and notify the employee and the Association when submitted. Appropriate University officials shall document whether the employee's statements are true and accurate, and whether they believe the employee is performing the work of a different classification.
3. Within ninety (90) working days after receipt of said questionnaire, the Office of personnel Administration shall conduct a classification review and issue a written decision addressing the merits of the employee's claim and will set forth specific reasons for its findings. A copy of this report will be forwarded to the employee, the Association and the University.
4. If an employee is reallocated from a standard to a non-standard job classification, any overtime earned during the retroactive period shall be

an overpayment to the employee subject to repayment to the State. If the desk audit is favorable to the employee, the employee will be upgraded in the higher classification, and his/her pay shall be retroactive to the pay period closest to the date upon which the appeal was filed provided that the employee is on the certified list and is reachable if such list exists. For good cause, the University Personnel Office may withhold implementation of a favorable desk audit if they believe there is no continued need for the employee to perform the responsibilities for which the position was upgraded. The employee and the immediate supervisor will be informed in writing by the University Personnel Office which tasks the employee need no longer perform. This action must take place within 10 working days of receipt of the audit/review by the Association.

5. If the classification questionnaire finds that the employee is not performing the duties of the desired classification, the employee may file an appeal pursuant to the provisions of the Merit System Law.
  6. If the appeal is granted, the employee will be upgraded and paid in accordance with Section A.4 of this Article.
- B.** The Association may assist the appellant at any step of the appeal.
- C.** Any appeal hearing conducted during the work day shall not result in the loss of pay for any employee who has filed an appeal or for any Association representatives assisting the appellant.

## **ARTICLE X**

### **Overtime, Shift Differential, and Call In Time**

**A. Overtime**

1. It is agreed that when it becomes necessary for the efficient conduct of the business of the State, an immediate supervisor may direct or authorize overtime work. Overtime work shall be a matter of record and distributed fairly and equally among employees capable of performing the work, in their respective department and class of position based on seniority. It is understood that an employee may decline overtime if he/she has seniority within that classification over other members of his/her department if other authorized personnel are available and willing to meet the need of management.
2. Overtime shall be defined as the required performance of work within the employee's classification in excess of the established work week.

3. Time and one-half shall be paid for work performed in excess of the established work week. However, in any event, an employee may elect to take compensatory time in lieu of cash, with the approval of the Supervisor.
4. Whenever an employee is required to work on a holiday which falls on his/her regularly scheduled work day, he/she will be credited with the number of hours in his/her official schedule for that day plus the number of hours actually worked at the rate of time and one-half.
5. Overtime work is to be made a matter of record and distributed fairly and equitable among employees capable of performing the work in their respective classification.
6. A record of overtime work will be furnished the Association at the close of each pay period following a request from the Union.
7. In the event that the Association has reason to believe that overtime is being unfairly and inequitably distributed within the bargaining unit, the Association may, upon request with reasonable notice, inspect records of overtime. Upon finding such inequities in granting overtime, the Association will file a group grievance.
8. If the Association finds repeated overtime by the same individuals is warranted and justified, the Union will petition the University to establish a permanent classified position in the area of the heavy workload thus relieving heavy overtime payments by the State.
9. Hours credited for holidays, vacation, and compensable injury, shall be considered as time worked for the purpose of computing overtime. Where the employee's work record gives evidence of abuse of sick leave, their manager may deny application of hours credit for sick leave for the purpose of computing overtime. It is understood that any denial will be for good and just cause and subject to the grievance procedure of this Contract.
10. Any employee may elect to accumulate compensatory time in lieu of paid overtime, at the overtime rate subject to the provisions of R.I.G.L. 36-4-63 when he/she is required by his/her supervisor to work in excess of the established work week for his/her classification in accordance with the following procedure:
  - a. All compensatory time accruals and discharges must be reported on the University bi-weekly attendance reports. An employee electing compensatory time in lieu of paid overtime must complete a form signed by the employee and the supervisor and submit it to

the payroll office prior to the accumulation and/or discharge of the compensatory time. Elections must conform to pay periods.

- b. Any employee will be allowed to accumulate up to a maximum of one hundred forty (140) hours of compensatory time during any calendar year (January-December). Once an employee reaches an accumulation of one hundred forty (140) hours he/she will be prohibited from accumulating any additional compensatory time until the balance falls below the maximum.
- c. No compensatory time shall be carried over from one calendar year to another. All compensatory time balances occurred through pay period fourteen (14) will be paid on the second pay period of the new year.
- d. Any employee must have advanced approval from his/her supervisor prior to discharging accrued compensatory time. Supervisor may require the discharge of compensatory time during specific periods, but such mandated discharge shall not be unreasonable.

**B. Shift Differential**

1. The evening tour of duty shall mean the shift commencing at 3:00 p.m. and ending at 11:00 p.m. or commencing at 4:00 p.m. and ending at 12:00 midnight. The night tour of duty shall mean the shift commencing at 11:00 p.m. and ending at 7:00 a.m. or commencing at 12:00 midnight and ending at 8:00 a.m.
2. Personnel permanently assigned to the evening or night tour of duty shall receive a shift differential pay of fifty (\$.50) cents per hour. Shift differential shall be increased by five (5) cents per hour effective the first pay period in February 2001 with additional five (5) cent increase effective the first pay period in July, 2002 and July, 2003.

**C. Call-In Time**

1. It is agreed that when an employee is called to work a shift other than her own, he/she will be permitted to complete the shift period unless he/she is informed prior to the beginning of the shift that he/she is only needed for a stated number of hours.
2. Employees who are called in to report for emergency work after having left their place of employment and outside their regular scheduled work hours shall receive not less than four (4) hour pay at their overtime rate.

## **ARTICLE XI**

### **Seniority, Promotions, Transfers, Layoffs,**

### **Limited Positions and/or Appointments,**

### **Reorganizations, and Reassignments**

#### **A. Seniority**

1. It is hereby agreed that the parties hereto recognize seniority within a class of position in all cases of shift preference, transfer, days off, vacation time, holiday time, layoffs, and recalls. Promotions shall be based on seniority in accordance with the procedure set forth in Section B., Promotions.
2. Primary Seniority - Length of service in current class of position within the bargaining unit, in State classified service, computed from the date that employment commenced in the current class of position within the bargaining unit (as per Sections 5 and 6 below).
3. Secondary Seniority - Length of service in previously held class of position within the bargaining unit, in State classified service, in which the employee held permanent status, computed from the date employment commenced in said class of position within the bargaining unit. For purposes of layoff, secondary, and primary seniority shall be added together to determine years of service (as per Sections 5 and 6 below).
4. State Seniority - Total length of State service (Base entry date).
5.
  - a. Seniority shall only be broken for resignation, retirement, discharge for good and just cause, exceeding an unauthorized leave of absence, failure to return for recall pursuant to Section D-3 of this Article, or when an employee is separated from State classified service for more than three (3) consecutive years.
  - b. Prior to October 1, 1981, seniority shall only be broken for discharge for good and just cause, or when an employee is separated from State classified service for more than three (3) consecutive years. Seniority shall not continue to accrue during periods of resignation or retirement which occurred prior to October 1, 1981.
6.
  - a. Seniority shall continue to accrue during all periods of active employment and authorized leaves of absence, except leaves to protect status.
  - b. Seniority shall not continue to accrue during periods of layoffs, nor shall it be broken.

7. Bargaining unit seniority in State classified service, regardless of class of positions, within and area/department shall be used to resolve any conflicts due to days off, vacation time, holiday time, leaves of absence.

When a department is composed of a number of small area (1 person offices), the Dean or Director shall resolve the above-stated conflicts based upon #7.

An area shall be defined as a unit headed by a chairperson or equivalent supervisory position.

A department shall be defined as a unit headed by a Dean or Director. (Neither the State or University shall be required to compile a seniority list for Area/Department Seniority).

## **B. Promotions**

1. The implementation of A.1 regarding promotions shall be in accordance with the following procedure:
2. All new and vacant positions, including promotional position to which recruitment is to be initiated, shall be posted on bulletin boards in all work areas within the bargaining unit for a period of seven (7) calendar days and notice of vacancies shall be sent to the Association at the time of posting. Employees applying for such promotional vacancies shall make a request in writing to the Personnel Officer or appropriate administrative officer of the department or division where the vacancy exists not later than three (3) days after the posting period has ended. A copy of such request must be sent to the Union office.
3. The Association and Administration agree that in the best interest of both parties, active attempts to promote from within the bargaining unit should be made. The resultant benefits in terms of productivity and employee morale are self-evident.
  - a. When there are six (6) or more bargaining unit members on the certified promotional list, the vacancy shall be filled from within the bargaining unit. Where there are less than six (6) employees from within the bargaining unit covered by the contract on the certified promotional list, every effort will be made to promote from within the bargaining unit. However, selection shall be made from among the six.
  - b. Promotional vacancies shall be filled from within the bargaining unit wherein the vacancy exists from the top three (3) state

seniority employees in the bargaining unit on the certified promotional list.

- c. Where there are less than three (3) eligible employees from within the bargaining unit covered by the contract on the certified promotional list, every effort will be made to promote from within the bargaining unit.
- d. Where no list exists for certification, the vacancy will be filled from within the bargaining unit provided an employee is qualified.
4. A letter of acknowledgement shall be forwarded to the member of the bargaining unit upon receipt of a request for reassignment, transfer, and/or a new position.
5. Any employee who applied for promotional positions shall be informed of the disposition of his/her application in writing, and shall be entitled to reasons why he/she was not chosen.

**C. Transfers**

1. Employees may bid for vacant positions of a similar classification title within the bargaining unit on the basis of primary seniority. An employee so transferred shall not be eligible to again be so transferred until one month has expired from the date of the latest transfer. The limitation of one (1) month, however, shall not apply to employees in classifications that may be required to work a schedule other than the normal Monday through Friday.
2. Employees performing work in the bargaining unit shall not be required to perform work in any agency outside of their classification except in an emergency.
3. In the event of an involuntary transfer, the most junior employee in the bargaining unit within the appropriate classification and in the affected area or department will be transferred to a position occupied by the most junior employee within the bargaining unit in the appropriate classification. The president of the Association will be notified of all involuntary transfers.

**D. Layoffs**

1. Layoff shall be defined as any separation of a member of the bargaining unit from employment for any reason other than discharge for good and just cause, or the expiration of a limited position and/or appointment pursuant to Section E-7 of this Article.

2. In the event of layoff in a class of position within an affected area or department employee(s) and the Union President shall be notified in writing of layoff. Employees shall be laid off in the following order based upon primary seniority regardless of full or part-time status:
  1. Those with temporary status
  2. Those with provisional status
  3. Those with probationary status
  4. Those with permanent status
  5. Those with statutory status

Three (3) weeks notice of layoff shall be given to the employee so affected and to the Association President.

- a. An employee so notified of layoff shall have the right to displace the most junior employee in the bargaining unit in the same class of position, based upon greater primary seniority.
- b. Provided further, that any employee in 1, 2, 3, 4, or 5, above who had been previously permanent in a next lower class of position shall have the right to displace the most junior employee in the bargaining unit in such next lower class of position based upon greater secondary seniority.
- c. An employee may exercise his/her secondary seniority within the bargaining unit in a position in which he/she held permanent status, and in which he/she has greater secondary seniority.
- d. If the employee is unable to exercise his/her primary or secondary seniority advantageously, he/she may exercise his/her State seniority for any position in the bargaining unit for which he/she is eligible, that is, for which a list exists, or in which he/she can perform, if no list exists for the position.
- e. In the application of b and c above, the State will attempt to waive or modify any law or regulation which would in any way deny preferred treatment for the employee to qualify for the positions which he/she can perform.
- f. Part-time employees may only exert seniority rights over other part-time employees. However, any part-time employee who exercises said seniority rights shall not have their hours and/or benefits changed as a result.

- g. Full-time employees may only exert seniority rights over other full-time employees.
- 3. a. Prior to any bumping process pursuant to Section 1 and 2 above, the State will place an affected employee in an available existing vacant comparable position within the bargaining unit. Comparable shall be defined as:
  - 1. Within the same classification;
  - 2. Having same hours (full time to full time; part time to part time)
  - 3. Within the same geographic area (Providence to Providence; Kingston/Narragansett to Kingston/Narragansett).
- b. An employee who was in a permanent position, and is placed into a limited position and/or appointment pursuant to this Section, shall retain all seniority and bumping rights provided in this Article, upon the expiration of limited position and/or appointment.
- 4. Recall of any employee who has been laid off shall be in the reverse order of the procedure as stated above for layoffs. Any person who has held permanent status and who has been laid off shall have his/her name placed on the preferred re-employment list for this bargaining unit. No appointment may be made to any position covered by the agreement in a class affected by a layoff while an employee who has been laid off is available for certification from a re-employment list.

Employees with permanent status affected by a layoff action will be placed on a preferred re-employment list and shall be recalled in order of seniority as described above. Employees who refuse recall from the preferred list to a permanent position shall waive all recall rights provided herein and shall be placed on the appropriate re-employment list. A permanent employee who is recalled to a limited position and/or appointment shall have their name retained on the preferred re-employment list for recall to a permanent position. A permanent employee may not refuse recall to a limited position and/or appointment. An employee who held a permanent position at the time of layoff, and is recalled to a limited position and/or appointment, shall retain all seniority and bumping rights provided in this Article, upon the expiration of the limited position and/or appointment.

A full-time employee does not waive recall for refusing a part-time position. A part-time employee does not waive recall for refusing a full-time position.

5. Any involuntary transfer which results from the implementation of this Section will be done in accordance with Section C-3 of this Article.
6. Recall notices shall be sent by certified mail, return receipt requested.
7. Unpaid sick leave and personal leave accruals will be frozen for three (3) years from date of layoff.

**E. Limited Positions and/or Appointments.**

1. Limited positions and/or appointments shall be defined as those with a known termination date.
2. An employee filling a limited position and/or appointment of six (6) months (i.e. thirteen (13) bi-weekly pay periods) or more shall receive all rights and benefits of this Agreement except as defined in Section 8 below.
3. An employee filling a limited position that was established for six (6) months or more shall receive all rights and benefits of the agreement even if his/her appointment is for less than six months.
4. An employee filling a limited appointment of less than (6) six months to a permanent position shall receive all rights and benefits of the contract.
5. If the status of a limited position and/or appointment changes to that of a regular position, it shall be posted pursuant to Article XI-B.
6. All limited positions and/or appointments which are continued or extended beyond their initial termination date shall not be posted unless the initial position and/or appointment was for less than six (6) months and/or the status (i.e. limited to permanent) of the position changes.
7. An employee hired prior to October 1, 1981, in a limited position and/or appointment may, upon the expiration of the existing and/or subsequent limited positions and/or appointments, exercise rights pursuant to Section D of this Article.
8. An employee either hired or who voluntarily laterally transferred into a limited position and/or appointment on or after October 1, 1981, shall not, upon the expiration of the limited position and/or appointment, have the

right to exercise bumping rights pursuant to Section D of this Article. Said employee shall receive benefits pursuant to Article XIII A-8.

9. An employee hired on or before December 1, 1982, and who accepts a promotion into a limited position and/or appointment, and who held permanent status in a lower class of position, shall be placed on leave to protect status for the first six (6) months. After the six (6) months, and when the employee completes satisfactorily the probationary period, the employee will be entitled to exert seniority rights at the end of the limited appointments in accordance with Article XI.
10. An employee hired after December 1, 1982, and who accepts promotion into a limited position and/or appointment shall not, upon the expiration of the limited position and/or appointment, have the right to exercise bumping rights pursuant to Section D of this Article. Said employee shall receive benefits pursuant to Article XIII A-8.

#### F. Reorganization

1. A reorganization shall be defined as: when a position(s) currently held by a member (s) of the bargaining unit on the University position control list for a division is moved between departments, or between divisions.
2. It is a reassignment to move positions within a department.
3. Definitions:
  - a. **Division** - a unit headed by a Vice-President
  - b. **Department** - a unit headed by a Dean or Director
  - c. **Area** - a unit headed by a chairperson, or equivalent supervisory position.
4. The Union President will be notified by the Assistant Vice President for Personnel, or his designee, of a reorganization prior to sending written notices to the affected employees. Such written notices shall be sent to the affected employees at least 30 calendar days prior to the effective date of the reorganization, with copies sent to the Union President.
5. Employees notified of reorganization shall have the right to either accept the reorganization or to be assigned to the position held by the most junior employee, based upon primary seniority, in the affected class of position within the Department or Division. The most junior employee shall then be moved.

## **G. Reassignment**

1. A reassignment shall be defined as: when a position currently held by a member of the bargaining unit on the University position control list is moved within a Department, from one area to another.
2. Employees notified of reassignment shall have the right to either accept the reassignment or to be assigned to the position held by the most junior employee, based upon primary seniority, within the affected class of position, within the Department. The most junior employee shall then be reassigned.
3. The Union President will be notified by the Assistant Vice President for Personnel, or his designee, of a reassignment prior to sending written notices to the affected employee(s). Such written notice(s) shall be sent to the affected employees at least two (2) weeks prior to the effective date of the reassignment, with copies sent to the Union President.

## **H. Transfer in Emergency Situations**

1. In the event of an emergency situation - defined as thirty (30) calendar days and shall not reoccur - the University may transfer any member of the bargaining unit within the Department to staff a vacant position for the emergency situation, except when Section E. applies.
  - a. In the event the emergency situation cannot be staffed within the Department, the University may transfer the least senior employee in the appropriate classification within the division, except when Section E. applies.
  - b. Such transfers shall require forty-eight (48) hours notice in writing to the affected employee and the Union President prior to the effective date of transfer.
  - c. In unusual circumstances which may require more than thirty (30) days or less than forty-eight (48) hours notice, the Union President and the Assistant Vice President for Personnel shall meet to mutually agree to any exceptions to the above.
  - d. The Union President and the Assistant Vice President for Personnel or his designee shall meet prior to implementation to discuss the changes.
  - e. Any employee transferred pursuant to this Section shall not be subject to another transfer in emergency situations for a period of at least twelve (12) months from the beginning date of the last transfer.

- f. An employee transferred to a vacant position which is a different class of position than the one the employee holds, shall not be required to perform work outside of their class of position, unless authorized in writing pursuant to Article VII H.
- g. For a transfer in emergency situations to other than a vacant position, mutual agreement between the Union President and the Assistant Vice-President for Personnel or his designee shall be required.

## I. Departmental Mergers

In the event two (2) or more departments (defined as a Unit headed by a Dean or Director) merge into one department the following shall occur:

- 1. The Union President and bargaining unit members affected will be notified by the Director of Human Resources of said merger at least thirty (30) calendar days, whenever practicable, prior to the effective date of the merger.
- 2. The Union President and the Director of Human Resources will meet to discuss the impact of said merger upon bargaining unit members assigned to the affected departments.
- 3. Supervisors of the affected departments shall meet with all bargaining unit members prior to any merger to establish work assignments, responsibilities, and any other issues directly affecting said employees, i.e., vacations, seniority, etc. Affected members will not be assigned nor required to work out of their job classifications when said merger takes place.

# **ARTICLE XII**

## **Grievance Procedure**

- A.** For the purpose of this Agreement, the term “grievance” means any difference or dispute between the State and the Association or between the State and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.
- B.** There shall be a grievance procedure as follows:
  - 1. A grievance shall be presented by the aggrieved to his/her immediate supervisor outside the bargaining unit within fifteen (15) working days after the employee knew or “should have known” of the act, event, and/or

commencement of the condition which is the basis of the grievance. The Supervisor shall meet with the grievant and attempt to settle the grievance within one (1) working day of its receipt.

2. If the grievance is not resolved, or if a decision is not rendered within one (1) day as prescribed in Step 1, it shall be reduced to writing within five (5) working days after receipt of the immediate supervisor's decision and submitted to the appropriate Dean or Vice President who shall grant a hearing to the aggrieved within three (3) working days of the receipt of the written grievance. A written decision shall be rendered within three (3) working days of the conclusion of the hearing.
3. If the grievance is not resolved in Step 2, it shall be submitted within five (5) working days of receipt of the Dean or Vice-President's decision to the President or his designee who shall grant a hearing to the aggrieved within five (5) working days of the receipt of the written grievance. A written decision shall be rendered within three (3) working days of the conclusion of the hearing.
4. If the grievance is not resolved in Step 3, it shall be submitted to the designee of the Director of the Department of Administration within five (5) working days of the Step 3 decision. Within fourteen (14) days of the submission of the grievance, the Director's designee shall conduct a hearing on the grievance and submit a written decision within fourteen (14) days of the hearing.

#### C. Arbitration

1. If a grievance is not settled under Section XII.B.4 above, such grievance shall at the request of the Association, be referred to the American Arbitration Association in accordance with its rules.
2. The decision of the arbitrator shall be final and binding upon the parties. The expense of the arbitration shall be borne equally by the parties.
3. Only grievances arising out of the provisions of this contract, relating to the application or interpretation of violation thereof, may be submitted to arbitration. All submissions to arbitration must be made within thirty (30) days after a decision is rendered under Section XII.B.4 above.
4. All matters concerning changes in wage schedules, monetary fringe benefits, or any other matters requiring the appropriation of money shall not become a subject for arbitration. It is understood

that this section shall not be applied to any obligation arising under this Agreement.

- D.** The time limits specified herein shall be regarded as maximums, and every effort shall be made to expedite the processing of grievances provided, however, that the parties may by mutual agreement extend any time limitation specified herein. A grievance shall automatically proceed to the next step of the grievance procedure if within the time limits specified herein, a decision has not been rendered.
- E.** Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The University, on request, will produce relevant payroll and other relevant records, as necessary. Employee witnesses who are State employees and the grievant will receive their regular rate of pay for time spent processing grievances during the employee's normal work schedule.
- F.** Further, in a group grievance only 1 of the grievant and the appropriate employee representative shall be in pay status as spokesman for the group. Group grievances are defined as, and limited to, those grievances which cover more than 1 employee within a bargaining unit and which involve like circumstances and facts for the grievance involved. The Association representative will have the right to assist the aggrieved at any step of the grievance procedure. Nothing contained herein deprives an individual employee of the right to process his/her grievance without Association representation, provided the union delegates that authority and provides the State with documentation of said delegation. Group grievances will begin at the President's level (B.3.).
- G.** It is also agreed that in all cases of dismissal or grievances involving more than one employee, the aggrieved or the Association may go immediately to level 3 of the grievance procedure.
- H.** Decisions rendered shall be forwarded to the Association Grievance Chairperson and to the aggrieved employee.
- I.** For purposes of this Article, the following definitions shall apply:
  - 1. "within a working day" shall mean prior to the end of the shift on the working day following receipt of the grievance, and shall be exclusive of weekends, vacation, and holidays.
  - 2. "aggrieved" shall mean either the employee and/or the Association.
  - 3. "the State," the Board," and "the University" shall mean the employer.
- J.** A civil service employee may process his/her grievance through either the civil appeal procedure or the grievance procedure. The pendency or granting of a hearing before the Personnel Appeal Board shall be deemed a waiver of the

employee's rights to proceed to utilize the grievance procedure as provided in the proposed contract. However, in the event the Personnel Appeal Board refuses to hear an employee's appeal on the merits, then said employee shall have two (2) weeks after such denial within which the grievance procedure may be utilized.

## **ARTICLE XIII**

### **Fringe Benefits**

- A.** The State will maintain the current health benefits through June 30, 2012, through a product provided by Blue Cross, United Health Care, or a substantially equivalent package of benefits delivered through a PPO, except as modified as set forth herein.
- B.** The parties shall consider modest health care plan design changes, to be effective July 1, 2006, that will provide additional savings in the overall cost of the premium which would allocate slightly more costs to the direct users, which at a minimum shall implement increases in Emergency Room co-pays from \$25.00 to \$30.00 and Urgicare co-pays from \$10.00 to \$15.00.

Effective October 1, 2008, the following co-pays shall be:

- (1) Primary Care office visit co-pay is \$10 (includes internal medicine, family practice, pediatrics and geriatrics);
- (2) Emergency room co-pay to increase to \$100;
- (3) Urgent Care co-pay to increase to \$35;
- (4) Specialist office visit co-pay to increase to \$20 (includes all physicians other than primary care physicians).

- C** Effective June 26, 2005, employees shall contribute toward the cost of health care coverage which includes medical, dental and vision coverage in the amount equal to 2.5% of base wages and 0.5% of other wages. Said amounts shall be via payroll deductions.

Effective the pay date, Friday, August 8, 2008, eligible employees shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentages shall apply based on the employee's annualized total rate and shall be via payroll deductions.

For full time employees:

Effective the pay date Friday, August 8, 2008:			
Individual Plan		Family Plan	
Less than \$45,000	12%	Less than \$25,000	8%
\$45,000 to less than \$75,000	15%	\$25,000 to less than \$35,000	11.5%
\$75,000 to less than \$90,000	18%	\$35,000 to less than \$45,000	12%
\$90,000 and above	25%	\$45,000 to less than \$75,000	15%
		\$75,000 to less than \$90,000	18%
		\$90,000 and above	25%

Effective July 1, 2009:			
Individual Plan		Family Plan	
Less than \$45,000	15%	Less than \$45,000	13.5%
\$45,000 to less than \$90,000	20%	\$45,000 to less than \$90,000	20%
\$90,000 and above	25%	\$90,000 and above	25%

Effective July 1, 2010:			
Individual Plan		Family Plan	
Less than \$46,350	17.5%	Less than \$46,350	14%
\$46,350 to less than \$92,700	20%	\$46,350 to less than \$92,700	20%
\$92,700 and above	25%	\$92,700 and above	25%

Effective July 1, 2011:			
Individual Plan		Family Plan	
Less than \$95,481	20%	Less than \$47,741	15%
\$95,481 and above	25%	\$47,741 to less than \$95,481	20%
		\$95,481 and above	
		25%	

Effective the pay date, Friday, August 8, 2008, eligible part time employees (scheduled hours <35.0 for a 35.0 hour position or <40.0 for a 40.0 hour position) shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentages

shall apply based on the employee's annualized total rate and shall be via payroll deductions.

Effective the pay date, Friday, August 8, 2008:	
Individual or Family Plan	
Less than \$55,000	15%
\$55,000 to Less than 90,000	20%
\$90,000 and above	35%

Effective July 1, 2010:	
Individual or Family Plan	
Less than \$90,000	20%
\$90,000 and above	35%

Co-share payment increases in fiscal years 2010, 2011 and 2012, to the extent that they result from premium increases, rather than increases in the co-share percentages, shall be capped at 10% each year.

- D.** Employee contributions, for employees who opt out of health care coverage but retain or choose vision/optical care and/or the dental program, shall be calculated based on the cost of the benefits elected relative to the total cost of healthcare, vision/optical, and dental program combined.
- E.** The employee waiver will be increased from \$1,300 to \$2,002 effective January 1, 2002. Effective July 1, 2011, the employee waiver shall be reduced by 50% to \$1001.
- F.** Employee Drug Co-Pay - The employee drug co-pay shall be as follows:

<u>Generic</u>	<u>Formulary</u>	<u>Non-formulary</u>
\$5.00	\$12.00	\$30.00

Effective October 1, 2008, the drug co-pay for a 31-day supply shall be:

Tier 1	Tier 2	Tier 3
\$5.00	\$20.00	\$40.00

There is no separate co-pay arrangement for 60-day supplies or 100 units.

The State will explore the feasibility of offering a drug mail order program which will be less expensive for both the State and the employees. Effective October 1, 2008,

the drug co-pay for mail order network pharmacies is: 3 month supply of a prescription drug for 2 co-payments. Maximum fill is 3 month supply.

**G. Dental Program:** The State will provide a dental plan for the employees and their family. Coverage shall be \$1,200 under the dental program. Effective January 1, 2009, dental plan crown coverage is 80%.

The State agrees to continue to pay its share of the cost of health care benefits for all employees covered by this Agreement for a period of three (3) months for employees who are laid off.

**H. Tax Annuity**

Full time employees within this bargaining unit are permitted to request that a portion of their salary be allocated for the purchase of annuities, subject to rules and regulations of the State of Rhode Island and Internal Revenue codes.

**I. Group Life Insurance**

1. It is agreed that all employees shall be eligible to participate in the State Employee's Group Life Insurance Program, as established by 36-12-6 of the General Laws of 1956, as amended.
2. The following provisions of the insurance program are set forth herein:
  - a. Each new employee will be automatically covered unless such employee designates in writing that he/she desires not to be insured.
  - b. Each covered employee will be provided with an amount of group life insurance equal to the amount of his/her annual compensation taken to the next higher multiple of one thousand (\$1,000) dollars plus an equal amount of group accidental death insurance with dismemberment coverage.
  - c. Each such amounts of insurance will be reduced by one percent (1%) thereof at the end of each calendar month following the date the employee attains the age of sixty-five (65) years until the amount of such insurance reaches twenty-five percent of the coverage in force immediately prior to the employee's sixty-fifth (65) birthday.

**J. Flex Plan**

Effective July 1, 2008, the State will offer a medical flexible spending account plan in addition to the dependent care flexible spending account plan. Flexible spending accounts permit employees to payroll deduct a portion of their pay on a pre-tax basis for the payment of qualified medical and dependent care expenses.

**K. Wellness Incentive**

Employees participating in the State's medical plan and who meet the wellness criteria established by the State, in consultation with the Union, shall receive a reduction in medical insurance co-share payments up to a maximum of \$500 per year. The earned reductions in medical insurance co-share payments shall be awarded to active employees in FY 2009 or the fiscal year following the employee's participation in the wellness activities.

The Wellness Incentive program will integrate preventative and wellness behaviors into the medical plan. Examples of possible activities include completion of the Health Assessment, obtaining a primary care physician, wellness coaching programs, preventive screenings, non-smoker or completion of smoking cessation program, and/or participation in a program that measures key points in assessing an individual's overall health.

**L. Holidays**

1. The following shall constitute the official holidays:

New Year's Day	Any day which a general election of
Martin Luther King Day	State officers is held, as Election Day
Memorial Day	Any day which the Governor may
Independence Day	appoint as a holiday
Victory Day	
Labor Day	
Columbus Day	Any day which shall hereafter be
Veteran's Day	appointed as a holiday by the General
Thanksgiving Day	Assembly
Christmas Day	

2. If a holiday falls on a regularly scheduled work day, the employee shall be entitled to the day off and shall be credited with the number of hours in his/her official work schedule for that day.
3. Whenever an employee is required to work on a holiday which falls on his/her regularly scheduled work day, he/she shall be credited with the number of hours in his/her official work schedule for that day plus the

number of hours actually worked. The hours actually worked shall be compensated at the rate of time and one-half.

4. If a holiday falls on one of an employee's regularly scheduled days off he/she shall be credited with the number of hours for one day in his/her official work schedule. The hours so credited for this day shall not be used in the computation of overtime.
5. Whenever an employee is required to work on a holiday which falls on one of his/her scheduled days off, he/she shall be credited with the number of hours for one day in his/her official work schedule plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of time and one-half.
6. If a holiday falls on a regularly scheduled work day within an employee's vacation period, the employer shall not be charged annual leave for his/her absence on that date.
7. Weekend holidays will be celebrated in accordance with R.I. Gen. Laws 25-1-1.
8. When a non-standard employee is required to work on a holiday which falls on his/her regularly scheduled work day, he/she shall be compensated for an additional seven (7) hours at his/her base pay rate.
9. Employees are guaranteed the same number of days off with pay as are listed herein even if the legislature removes any holidays. Any days removed as holidays and not replaced will be treated as additional personal days.

#### **M. Retirement**

It is agreed by the parties hereto that all employees covered by this Agreement shall be the recipients and beneficiaries of all retirement benefits contained in the General Laws of the State of Rhode Island as amended from time to time, as well as of any rules and regulations or determinations made by the State Retirement Board as set forth in Title 36, Chapter 8, of the General Laws of the State of Rhode Island as it pertains to said Board's establishment of rules and regulations for the administration and transaction of the business of the retirement system.

The parties agree that retiree health insurance benefits as set forth in Article 4 of 08-H 7204 SUB A, as amended, approved May 1, 2008, shall remain in effect for the term of this agreement. Should a court of competent jurisdiction declare this legislation to be unconstitutional in whole or in part, the parties agree that retiree health insurance benefits as provided by law shall remain in effect for the term of

this agreement. No provision of the collective bargaining agreement shall provide benefits inconsistent with such law.

**N. Vacations**

1. No employee shall receive any vacation until such employee has completed thirteen (13) bi-weekly pay periods, but vacation credits shall accrue during such time.
2. On January 1st of each year, employees shall be credited with certain vacation days in accordance with Schedule A and B below. Said days shall not be subject to accrual and shall be designated as "Up Front Days." The balance of an employee's vacation entitlement shall be subject to accrual in accordance with the following schedule. All vacation days subject to accrual shall be accrued according to the following formula:

**SCHEDULE A**

<b><u>Years of Service</u></b>	<b><u>Up Front Days</u></b>	<b><u>Days Subject to Accrual</u></b>	<b><u>Total</u></b>
a. At least 6 mos. but not more than 5 years	2	8	10
b. At least 5 years but not more than 10 years	2	13	15
c. At least 10 years but not more than 15 years	5	13	18
d. At least 15 years but not more than 20 years	5	15	20
e. At least 20 years but not more than 25 years	10	16	26
f. Twenty-five years or more	10	18	28

## **SCHEDULE OF ACCRUAL**

<b><u>Days Subject to Accrual</u></b>	<b><u>Rate</u></b>
8	.0308
13	.0500
15	.0577
16	.0615
18	.0692

“Up Front Days” shall be indicated on the employee’s time card as well as on the Accrued Hours Quarterly Statement. The employee’s balance of vacation entitlement shall be indicated by a separate entry on the Accrued Hours Quarterly Statement.

When an employee reaches the required number of years of service which would increase his/her vacation entitlement, the State agrees to add without regard to accrual the additional up-front days on account of the increase in vacation entitlement. For example: An employee who reaches 20 years of service on September 1st would have five (5) additional vacation days added to his/her total of earned vacation credits. The balance of any increase shall be subject to accrual.

3. When the service of an employee shall be terminated by resignation, death, dismissal, or otherwise, if such employee shall not have used actual vacation time equal to his/her vacation credits, such employee or his/her estate shall on such termination be entitled to receive full pay for each hour of vacation to his/her credit as of the date of termination.
  4. Vacation leave assignments shall be made in a fair and equitable manner.
  5. Each employee shall be allowed to take at least two-(2) consecutive weeks of vacation at some time during the calendar year.
  6. Should a question arise between the employees as to when their vacation will be taken, the senior employee shall have preference.
  7. Employees may carry over from one year to another year up to two (2) years accrual of annual leave, provided the carry over in excess of vacation time accrued and credited for one (1) year shall be discharged by December 1st of the subsequent year.
- O.** Employees who are authorized to travel on State business shall be compensated for mileage. Mileage will be paid at the rate set by the Federal General Services Administration. The rate shall be adjusted on July 1 and January 1 of each year.

- P.** Notwithstanding any provision in the Collective Bargaining Agreement regarding parity, the Union shall have no claim to parity as to health insurance plan design, dental insurance plan design, prescription drug plan design, co-share charges for health insurance, dental insurance, or vision care insurance, employee waiver payment, or wages, based on the terms of the collective bargaining agreements between the State and either the Howard Union of Teachers or the Rhode Island Troopers Association.

## **ARTICLE XIV**

### **Day Care Centers**

The President of the University agrees to continue the committee composed of all segments of the University dealing with a day care center at the University for employees. At least 50% of the committee will be women.

## **ARTICLE XV**

### **Sub-Contracting Procedure**

- A.** The State shall continue to provide work for employees in the bargaining units, and shall avoid insofar as is practicable the sub-contracting of work performed by employees in the bargaining unit, on the date of this Agreement, provided however:
- B.** The State agrees that upon considering sub-contracting of any work presently performed by an employee which would have an adverse effect upon job security, wage rate, or classification status of any employee in the bargaining unit, it shall:
1. Notify the Union's Executive Director in writing of its intention six (6) months in advance the sub-contracting and;
  2. Meet with the Union prior to receiving bids or letting contracts for the purpose of discussing the problem during which discussions the Union will be granted reasonable requested opportunities to meet with the Director of Administration or other appropriate State officials to discuss a desirability of sub-contracting and to develop and establish a mutually acceptable plan for protecting adversely affected employees.

The State's assurances in the development of such plan would be to:

- a. Place employees affected by the sub-contracting into available jobs which they can perform;
- b. Place employees laid off on a preferred hiring list for recall;

- c. Prohibit the hiring of any new employees to positions which the affected employees could perform;
- d. Attempt to waive or modify any law or regulations which would in any way deny preferred treatment of affected employees. In the event that such mutually acceptable plan is not resolved, either party may request the Federal Mediation and Conciliation Service to attempt to resolve the dispute. If such efforts do not provide a mutually acceptable plan, the FMCS shall recommend steps to be taken by the parties, but in any event employees adversely affected by sub-contracting shall be enabled to utilize the seniority rights as established in this Agreement.

## **ARTICLE XVI**

### **Unpaid Leaves of Absence**

#### **A. Jury Leave**

- 1. Every employee covered by this Agreement who is ordered by appropriate authority to report to jury duty shall be granted a leave of absence from his/her regular duties during the actual period of such jury duty and shall receive for such period of jury duty his/her regular pay or his/her jury duty pay, whichever is greater.
- 2. Every employee covered by this Agreement who is subpoenaed to appear in court on State business on a day off or during vacation shall be compensated for the time expended.

Any employee who expends time in accordance with this section shall be paid at the rate of time and one-half. A minimum of four (4) hours shall be allocated to each employee, regardless of the time expended less than four (4) hours.

#### **B. Military Leave**

- 1. Every employee covered by this agreement who has left or shall leave their position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission, or otherwise) and who has been employed for one hundred-eighty (180) or more calendar days within the twelve (12) months next proceeding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from said position for said purpose and continuing throughout the duration

of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

2. For the first sixty (60) calendar days of such absence, every such employee shall be paid by the State the same amount, as they would have received had they not been absent from their position.
3. New employees hired after 7/1/86 shall receive benefits contained under this section as follows: For the first sixty (60) days of such absence every such employee shall receive the difference between their state salary and their military base pay. In no case shall such employee receive more than the amount they would have received had the employee not been absent from their position. No employee shall be allowed to receive pay more than once under this Article for Military Leave for training purposes in a three (3) year period. (Military leave modifications for existing employees shall be deferred for reopen negotiations).
4. During that part of the period of leave described above for which the employee shall receive their salary, they also accrue such sick leave and annual leave credits as they would have accrued while working in said position during such period of sixty (60) days.
5. Employees on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.
6. At the conclusion of such military leave of absence, the employee shall be returned to their position, subject, however, to any law or rule, which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

#### C. Military Training Leave

1. Employees covered by this Agreement, who by reason of membership in the United States Military, Naval or Air Reserve, or the Rhode Island National Guard or Naval Reserve are required by the appropriate authorities to participate in training activities or in active duty as a part of the State military force or special duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) working days in any one calendar year. Should the employee

be required to participate in such training activities for a period greater than fifteen (15) working days, he/she shall be granted a leave without pay for this purpose.

2. During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.
3. Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed services.

**D. Leave for Personal Reasons**

1. It is agreed that, upon written application, an employee with permanent status may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability, educational improvement, child care, serious illness of a member of the family, settlement of estate, extended trip, or other purpose deemed proper and approved by the appointing authority and the Personnel Administrator. Approval of such leaves shall not be unreasonably withheld.
  2. At the expiration of such leave, the employee shall be returned to the position from which he/she is on leave at the same step of the then current range of his/her class of position.
  3. Employees granted leave for personal reasons shall receive health benefits paid by the University in accordance with the existing payroll manual regulations that are in effect when the employee is granted leave.
- E.** Any employee in the bargaining unit with permanent status who accepts another position of a different classification in the classified service, shall be granted automatically a leave of absence of six (6) months to protect his/her status in the former classification. At the expiration of such leave, the employee shall be entitled to be restored to the former classification from which he/she was transferred even though it should be necessary to lay off the most junior employee if no vacant comparable position exists in the affected classification, within the bargaining unit.

## **ARTICLE XVII**

### **Paid Leaves of Absence**

**A. Maternity leave**

1. A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for any time she is unable to work, for medical reasons.

- a. At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- b. It is agreed that, pregnant employees who have exhausted their sick leave accruals, or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the University of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not more than 12 months and may be extended by mutual consent and an early return by the employee may be made upon written notice of thirty (30) days to the University. Employees granted leave for personal reasons shall receive health benefits paid by the University in accordance with the existing payroll manual regulations that are in effect when the employee is granted leave. Health benefits to continue up to one (1) year paid by URI.
- c. Paternity leave of up to five (5) days may be charged to sick leave.
- d. It is agreed that, upon written application, an employee may be granted a leave of absence without pay, but with paid health benefits for the purposes of adopting a child in accordance with the following schedule:
  - 1. Children from birth to six (6) years - up to one (1) year
  - 2. Children from six (6) years to sixteen (16) years - up to thirteen weeks.

**B. Bereavement and Funeral Leave**

In the event of death in the employee's family, the employee shall be entitled to absence with full pay for four (4) days not chargeable to the employee's sick leave or vacation accumulation per death. Such family members shall include; the husband, wife, child, mother, father, brother or sister. In the event of the death of the employee's mother-in-law, father-in-law, grandfather, grandmother, grandchild or any other relative residing in the employee's household, the employee shall be entitled to absence with full pay for three (3) days not chargeable to the employee's accumulated sick leave or vacation leave per death. In the event of the death of the employee's brother-in-law, sister-in-law, or any step child, the employee shall be entitled to absence with full pay for one (1) day not chargeable to the employee's accumulated sick leave or vacation leave per death. In any of the above situations, any needed additional days required by the employee may be utilized from the employee's accumulated sick leave or vacation time. The definition of "immediate family" for the purpose of this article

shall include domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family.

**C. Sick Leave**

1. Sick leave with pay shall be granted to employees covered by this Agreement. Sick Leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, or exposure to contagious disease, and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill or to attend to doctors visits. However, the State may be entitled to require verification from the employee regarding the illness of a member of their immediate family or the necessity for attendance for doctors visits, and the employee may use up to, but not in excess of ten (10) working days in any calendar year for the purpose of attending a member of the immediate family who is ill or their attending necessary doctors appointments. The definition of "immediate family" for the purpose of this article shall include domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family.
2. Employees whose basic work week is thirty-five (35) hours or in the non-standard category shall accrue four (4) hours for each bi-weekly period of service; employees whose basic work week is forty (40) hours shall accrue five (5) hours for each bi-weekly period of service.
3. When the total accumulation shall amount to 875 hours (125 days) for an employee assigned to a thirty-five hour (35 ) schedule, or 1000 hours (125 days) for an employee assigned to a forty hour work schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.
4. When the service of an employee shall be terminated by retirement, (mandatory, voluntary, or involuntary) or death, such employee or his estate shall be entitled to receive full pay for each hour of accrued sick leave to his credit as of the date of termination according to the following formula:

A thirty-five (35) hour a week employee or a non-standard employee shall be entitled to receive full pay for 50% of all accrued sick leave over 390 hours up to and including 630 hours and 75% pay for all accrued sick leave over 630 hours up to and including 875 hours.

A forty (40) hour a week employee shall be entitled to receive full pay for 50% of all accrued sick leave over 468 hours up to and including 720 hours and 75% pay for all sick leave over 720 hours up to and including 1000 hours.

5. If the employee becomes ill while on vacation and the illness extends beyond two (2) days, vacation leave will be changed to available sick leave accumulation providing the employee shall furnish to the State a physician's certificate attesting to the illness of the employee during the time in question.
6. Whenever an employee shall be absent from his/her duties and receiving compensation as provided in the Workmen's Compensation Laws, he/she shall be granted sick leave in accordance with the rules applicable thereto, in an amount not to exceed his/her regular compensation. Deductions from accumulated credits shall be applied only to that part of his/her salary which is paid as an addition of Workmen's Compensation payments, and the total of the two (2) shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay. Provided, however, that if it shall be determined during the Workmen's Compensation proceedings that the injury resulted from a physical assault arising out of the regular course of employment, the employee's leave shall not be reduced for the first twenty-six (26) weeks of disability arising from such an assault. During the 27th week and thereafter for the duration of the employee's disability, deductions from accumulated credit shall be applied as indicated above.
7. Any employee whose employment requires exposure to X-rays, radiation, or other harmful substances, shall be granted special sick leave credits not to exceed 105 hours in a calendar year if he/she is a thirty-five (35) hour or non-standard scheduled employee. Such sick leave credits shall be available and sick leave granted upon the approval by the Personnel Administrator of the written recommendation of the appointing authority. Such recommendation shall be based upon a determination by blood tests or other approved method and supported by a statement from a qualified physician that the health of the employee required such sick leave to permit recuperation from exposure to such occupational hazards.
8. The State and the Union agree to establish a Sick Leave Bank Committee who shall be responsible to administer a Sick Leave Bank at the University of Rhode Island (URI).

The Sick Leave Bank Committee shall be composed of four members, two (2) of whom shall be appointed by the President of the Union and two (2) by the President or designee of the University. The Sick Leave Bank Committee shall establish the rules and procedures to be used by employees who have contributed to the Sick Leave Bank. Decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the grievance and arbitration provisions of the contract.

The following provisions must be included in the rules and procedures adopted by the Sick Leave Bank Committee:

- a. The Committee must review the sick leave utilization of any member of the Sick Leave Bank who applies for sick leave from the bank. Sick leave will not be granted to an applicant with evidence of prior sick leave abuse in his or her personnel file or attendance record. Prior utilization of sick leave does not by itself indicate sick leave abuse.
- b. The Committee must require adequate evidence of catastrophic illness or injury which is not job-related.
- c. The maximum amount of sick leave that the Committee may grant shall be 480 hours per employee assigned to a forty (40) hour work week and 420 hours per employee assigned to a thirty-five (35) hour work week. Hours granted shall not exceed the total hours available in the Bank.
- d. Employees must make contributions to the Sick Leave Bank on January 2 of each calendar year. Any employee who does not make a contribution to the Bank shall not be eligible to apply to the Bank for any sick leave.
- e. Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall contribute eight (8) hours of sick leave if assigned to a forty (40) hour work week and seven hours of sick leave if assigned to a thirty-five (35) hour work week.
- f. An employee who applies to the Sick Leave Bank must have used all available accrued and accumulated leave including vacation and personal leave and compensatory time.

Any unused sick leave remaining in the Sick Leave Bank on December 31<sup>st</sup> shall not be carried forward into the next year.

If during the calendar year the Sick Leave Bank falls below three hundred and fifty (350) hours, the Sick Leave Bank Committee may solicit additional contributions from those employees who made a contribution on January 2 of that calendar year.

- D.** Transitional Employment. The parties recognize the desirability of light duty assignments as a means of returning injured workers to productive employment.

The Office of Human Resources Administration and/or his/her designee in agreement with the Union shall define and assign transitional employment for

employees who have job related injuries which prevent or limit performance of full job duties and responsibilities within the following parameters:

Based upon clearly defined medical verification, the parties shall modify the tasks of the employee including job task, hours, shift and/or work location, to provide transitional employment in order to accommodate the employee's injury.

If no transitional employment is available in the employee's classification, the employee may be offered work outside his/her classification on a limited basis with approval of the Union.

The transitional employment for such employees shall be reviewed on a regular basis. The review interval shall be agreed upon by the Union, the appointing authority and the employee. The transitional employment period shall not exceed six (6) months unless mutually agreed upon by the Union, the appointing authority and the employee with medical documentation.

If the employee cannot return to his/her classification and/or assignment based upon medical verification after attaining maximum medical improvement, the State shall attempt to assist them with other employment, education, or training in State service within the bargaining unit in accordance with the Workers' Compensation Laws.

If the injury is not job related and the employee requests to return to work, the appointing authority upon receipt of medical verification that the injured employee can perform limited tasks in his/her classification, the appointing authority, subject to the needs of the University may modify the tasks of the employees' normal assignment to enable the employee to return to work after utilization of the employees' sick leave.

Any such transitional employee will not displace any bargaining unit member while participating in the program.

#### **E. Personal Days**

Each member of the bargaining unit shall be entitled to four (4) days of personal leave with pay to attend to personal business which can only be conducted during working hours. The State shall not require a member to give a reason as a condition of approval of the use of such personal leave, providing, however, that prior approval for the requested leave must be obtained, and that the resulting absence will not interfere with the proper conduct of Department or Division activities. However, these four personal days shall be diminished by any official time off given as a result of the appointing authority of the Governor of the State of Rhode Island (e.g. time off on the day before Christmas, New Year's, and Good Friday).

Employees newly appointed between January 1 and March 30 shall be entitled to four (4) personal leave days as provided in this Article. Employees newly appointed between April 1 and June 30 shall be entitled to three (3) personal leave days as provided in this Article. Employees newly appointed between July 1 and September 30 shall be entitled to two (2) personal leave days as provided in this Article. Employees newly appointed between October 1 and December 31 shall be entitled to one (1) personal leave day as provided in this Article.

## **ARTICLE XVIII**

### **Professional Development**

- A.** The University agrees to encourage continued professional development for attendance at conferences, conventions, and/or workshops by the MBUS in order to broaden their working experiences.
- B.** The Association will submit whatever proposals it deems appropriate for the planning of career development workshops. The University will meet with the Association to discuss such proposals.
- C.** The Union President will be notified by the University of all announcements from the training section of the Division of Personnel relative to courses available for incentive increases (work related courses). If there is any dispute on the part of the supervisor relative to “work related” courses, the training officer for the Division of Personnel will determine the question. Participation in such courses must be approved by the immediate supervisor; approval will not be unreasonably denied.
- D.** The State will provide a minimum of one training course per year at the URI campus for which employees in the bargaining unit will be eligible to participate, provided members of the bargaining unit apply in sufficient numbers to fill the class quota.

## **ARTICLE XIX**

### **Probationary Employees and Due Process and Review Process**

- A. Probationary Employees**
  - 1. All original appointments and promotional appointments shall be considered as probationary employees for the first 130 days worked of their continuous employment and shall serve at the pleasure of the President of the University. Any promotional appointee who is dismissed

from the position to which he/she was promoted during the probationary period or at the conclusion thereof shall be restored to their former position.

2. During this probationary period, the employee will be evaluated by the employee's immediate supervisor every two (2) months. The employee shall be notified in writing of the evaluation after each evaluation is made, and if appropriate shall be offered constructive criticism to enable the employee to improve his/her performance. In no case shall any evaluation of an employee be based on hearsay. Evaluation reports will be placed in the employee's personnel file. The employee shall have the right to attach appropriate comments to any evaluation.
3. At the end of the probationary period, a decision will be made whether to retain or terminate the employee. If the employee is not notified, in writing, that his/her services are not satisfactory, or that his/her continued employment is not desired at the expiration of the probationary period, then he/she shall be continued in his/her employment. Any employee may be dismissed by the University during the probationary period for reasons relating to the employee's lack of qualifications or for the good of the service. Such dismissals shall be in writing with a copy sent to the employee and the Union. Probationary employees dismissed prior to the expiration of the six (6) month period shall have the right of appeal.

## **B. Due Process**

1. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in Article XII. If the appropriate supervisor has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of six (6) months if the employee has not committed any further infractions of appropriate rules and regulations, written notations or oral reprimands shall be expunged from the employee's personnel records. Written reprimands will be removed after a period of one (1) year if there are no further infractions. The employee shall be furnished with a copy of all performance evaluations or disciplinary entry in his personnel record and shall be permitted to respond thereto. The content of an employee's personnel record shall be disclosed to the employee's Union representative only with the written consent of the employee. Where appropriate, disciplinary action or measures shall include only the following:

- a. Oral Reprimand;
- b. Written Reprimand;
- c. Suspension;
- d. Discharge;
- e. Demotion where appropriate.

When suspension, demotion or discharge is to be implemented, the Appointing Authority shall before or at the time such action is taken, notify the employee and the Union in writing of reasons for such action. Only the Appointing Authority is empowered to suspend, demote or discharge an employee.

- 2. If the Appointing Authority decides to demote, suspend or terminate an employee, the employee and the Union President shall receive notice in writing.
- 3. Within two weeks of a suspension or discharge, the Union may file a grievance with the State Labor Relations Administrator as set forth in Article XXV, and such hearing shall be held no later than three (3) days after the Union's request.
- 4. In the event that an employee is dismissed, demoted or suspended under this Section, and such employee appeals such action and his/her appeal is sustained, he/she shall be restored to his/her former position and compensated at his/her regular rate for any time lost during the period of such dismissal, demotion or suspension.
- 5. An employee will be granted a demotion upon request when recommended by the appropriate supervisor and approved by the appointing authority.
- 6. An arbitrator shall be empowered to change the disciplinary action if he/she determines the action taken was not warranted under the circumstances.

#### C. Review Process

The Union recognizes and agrees that the State has the right to perform personnel performance reviews. The parties agree to establish a committee consisting of three (3) management representatives and three (3) Union representatives to develop a tool for the annual review of bargaining unit members prior to July 1, 1998. Said review tool shall not be used in any disciplinary process. The committee shall consider the following topics:

- 1. identify specific indicators of achievement;
- 2. stimulate improved performance;
- 3. develop mutually established goals;

4. establish employer-employee communications;
5. training of supervisors prior to the implementation of the review process;
6. feasibility of the establishment of an incentive program; and
7. an evaluation of the review process to begin one (1) year after.

## **ARTICLE XX**

### **Personnel Files**

- A.** An employee shall, upon request during normal business hours, be permitted to examine his/her personnel file, provided, however, that any letters of recommendation solicited in connection with his/her initial employment shall not be available to that employee. The employee shall have the right to reproduce at the employee's cost any document in the employee's personnel file.
- B.** An employee shall be given a copy of any material if it is to be used in connection with a grievance or a personnel hearing.
- C.** No derogatory material shall be placed in the employee's personnel file unless the employee has an opportunity to read the material and an opportunity to sign and date the material indicating the employee has read the material. Such signature merely signifies that the employee has read the material to be filed and does not necessarily indicate agreement with its content.
- D.** No anonymous material shall be placed in the employee's personnel file. Materials shown to be false or unsubstantiated shall be removed from the employee's personnel file. The personnel office shall be responsible for notifying in writing any persons or organization to which it may have forwarded false information.
- E.** There shall be only one official file kept in the University Personnel Office. University administration shall not maintain a separate file or personnel records in another location except the Kingston Campus unless this separate file is for duplication reasons only.
- F.** Additional information must be signed by the employee indicating the employee has seen, but is not necessarily in agreement with said information.
- G.** The employee shall have the right to answer any material filed, and the employee's answer shall be attached to the copy in his/her personnel file.

## **ARTICLE XXI**

### **Testing**

Employees who have been previously admitted to an examination shall, upon reapplication be admitted to said examination unless the job specification is changed by Public Hearing.

The employee shall fill out a new application as if it was an application for the initial examination.

## **ARTICLE XXII**

### **Special Time Off**

In the event that the Governor or designee determines that an emergency situation exists and as a result makes a public declaration that an emergency exists or that State offices are closed, the following provisions shall apply:

- A. The Department of Administration shall determine the designated starting time of the emergency.
- B. Employees who are either allowed to leave their work place early or are excused from traveling to work shall be allowed to discharge vacation leave, personal leave or sick leave. An employee who elects to discharge sick leave may discharge up to a maximum of two (2) sick days per calendar year for such events.
- C. Employees who are required to remain at their place of work or to travel to work shall be compensated at the rate of time and one half for each hour worked commencing at the designated starting time of the emergency as determined by the Department of Administration.
- D. Deletion of the prior language in Article 22 shall not negate the practice of granting time off for annual employee outings outlined in the M.O.A.

## **ARTICLE XXIII**

### **Legal Defense**

The State agrees to provide legal defense for and to hold harmless the employees who are defendants in civil litigation arising from their conduct on behalf of the State. Provided, however, that this provision shall apply only in the cases in which the

employee is being sued for errors or mistakes in intellectual judgment or analysis and shall not apply to physical acts of the employees, except in reasonable self defense.

## **ARTICLE XXIV**

### **Saving Clause**

Should any part of this agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Rhode Island, such invalidation of such part of portion of this Agreement should not invalidate the remaining portions thereof and they shall remain in full force and effect.

It is further agreed that if part of the agreement is determined invalid, either party may open negotiations solely with respect to a substitute for such article, section, or portion.

## **ARTICLE XXV**

### **Management Rights**

The Union recognizes that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all right to manage, direct, or supervise the operations of the State and the employees are vested solely in the State. It is agreed by the parties that the State of Rhode Island is the employer and that the University of Rhode Island acts as an agent in the administration of this agreement.

## **ARTICLE XXVI**

### **No Strike Clause**

The Union agrees that in accordance with Title 36, Chapter 11-6, employees in the bargaining unit shall not have the right to strike.

It is agreed that all provisions of this Agreement are binding on each of the individuals covered by the Contract.

## **ARTICLE XXVII**

### **Study Group**

The parties agree to the formation of a statewide joint labor and management Study Group to work cooperatively to identify and recommend areas of potential savings in State Government, including but not limited to the use of contracted services. Three members shall be appointed by the State and three members shall be appointed by and on

behalf of all the Unions representing State employees. The Director of Administration (or his designee) shall preside over the meetings. This committee shall be formed within thirty days after the signing of this agreement.

## ARTICLE XXVIII

### Alteration of Agreement

- A. It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties only if agreed to in writing by both parties.
- B. The waiver of any condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

## ARTICLE XXIX

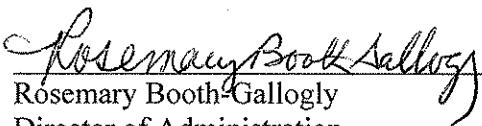
### Duration

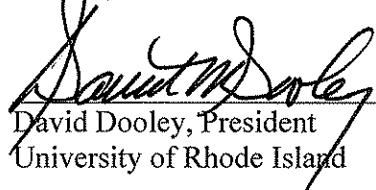
This Agreement shall be in force from July 1, 2008 through June 30, 2012. Negotiations for a subsequent Agreement shall be consistent with State Law.

IN WITNESS WHEREOF, the parties hereto have set their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

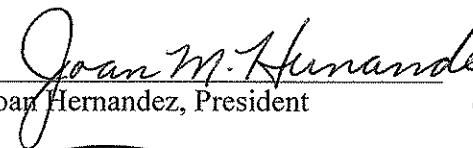
FOR THE STATE:

  
Governor Donald L. Carcieri

  
Rosemary Booth-Gallogly  
Director of Administration

  
David Dooley, President  
University of Rhode Island

FOR ACT/NEA:

  
Joan Hernandez, President

  
Peter Gingras  
Assistant Executive  
Director/NEARI

**# 1**

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**STATE OF RHODE ISLAND/UNIVERSITY OF RHODE ISLAND**  
**AND**  
**THE ASSOCIATION OF CLERICAL-TECHNICALS/NEA**

This Memorandum of Agreement is entered into by and between the State of Rhode Island/University of Rhode Island and the ACT/NEA on this 21st day of October, 1983. The parties hereby agree:

1. All members of the bargaining unit who receive leave without pay for personal reasons, pursuant to Article XVI D. of the contract, in accordance with the Payroll Manual, shall not receive paid health benefits, but may continue health insurance coverage by paying at the group rate.
2. All members of the bargaining unit who receive leave without pay for personal reasons, pursuant to Article XVI D. of the contract, shall be required to discharge all accrued vacation leave, except to a maximum of five (5) days prior to commencing their leave.
3. All members of the bargaining unit who receive leave without pay for personal reasons, pursuant to Article XVI D. of the contract shall not be required to discharge any accrued sick leave prior to commencing their leave of absence.
4. The ACT/NEA will withdraw grievance #GC 83-013 (G8060) and GC 83-015 (G8061).

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Associate Director of Administration  
State of Rhode Island

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President, ACT

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Asst. Vice President for Personnel

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Vice President, ACT

**MEMORANDUM OF AGREEMENT  
BETWEEN  
STATE OF RHODE ISLAND/UNIVERSITY OF RHODE ISLAND  
AND  
THE ASSOCIATION OF CLERICAL-TECHNICALS/NEA**

This Memorandum of Agreement is entered into by and between ACT/NEA and the State of Rhode Island, University of Rhode Island. Effective January 24, 1983, the parties hereby agree that:

1. Article XI C.1 Transfers shall be implemented regardless of whether the vacant position which is in the bargaining unit is full or part-time and/or regardless of whether the bidding employee in the similar classification is full or part-time. The employee with the greater primary seniority shall be transferred pursuant to Article XI C.1.

Employees who bid (Transfer) under Article XI C.1 to a part-time position (within the bargaining unit) must accept the conditions as posted in the vacancy notice.

All postings for part-time positions shall include daily hours of work and variable or rotating schedule.

2. It is agreed that in settlement of Gr. 82-53 (G-7244) the grievant will not bump the employee transferred to the position in the University College.

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Richard Miller  
ACT/NEA

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Ralph Lataille  
University of Rhode Island

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John J. Turano  
State of Rhode Island

January 24, 1983

**MEMORANDUM OF AGREEMENT  
BETWEEN  
STATE OF RHODE ISLAND/UNIVERSITY OF RHODE ISLAND  
AND  
THE ASSOCIATION OF CLERICAL-TECHNICALS/NEA**

The Association of Clerical-Technical/NEARI/NEA and the State and the University of Rhode Island agree as follows:

1. Members of the bargaining unit are eligible for tuition remission for non-credit courses for the term of the current agreement, which are run by the University of Rhode Island College of Continuing Education according to the following conditions:
  - a. Payments will be limited strictly to tuition. All fees, books and other expenses must be paid for by the individual.
  - b. Waiver Students are eligible for said courses on a space available basis after paying students, and are not counted in determining whether the courses has enough students to run or is to be cancelled.

In consideration of the foregoing, the ACT/NEARI/NEA hereby withdraws, with prejudice, the grievance regarding Tuition Remission.

\*\*\*Effective July 1, 1990, the parties agree that the Memorandum of Agreement in regards to non-credit courses is considered null and void and non-credit courses are not eligible for tuition waiver.

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President, ACT/NEARI/NEA

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Assistant Director of  
Administration

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President, University of  
Rhode Island

**MEMORANDUM OF AGREEMENT  
BETWEEN  
STATE OF RHODE ISLAND/UNIVERSITY OF RHODE ISLAND  
AND  
THE ASSOCIATION OF CLERICAL-TECHNICALS/NEA**

This Memorandum of Agreement is entered into by and between the University of Rhode Island and the Association of Clerical-Technicals/NEA on this 25th day of September 1981.

The parties hereby agree that:

1. Monthly payroll individuals, including students, shall not be utilized to fill vacant positions, frozen positions, positions which are eliminated from the bargaining unit, or positions vacated by layoffs, subject to the following:
  - a. This shall not be construed to deny Management's right to eliminate positions.
  - b. The reference to students shall mean that there shall be no additional student hours added over the then existing level, in the event of the aforementioned, in an affected area.
2. In the event of an emergency appointment utilizing the monthly payroll, the Personnel Office shall notify in writing the Association of Clerical-Technicals President in advance; in no event shall the emergency exceed thirty (30) days unless mutually agreed to otherwise, in writing.
  - a. Notification shall include name, starting date, estimated duration of the work, account number to which employee is to be charged, and hourly rate of pay.
  - b. Copy of the form(s) shall be forwarded to the Association of Clerical-Technicals President prior to the start of work by the individual.
3. The Assistant Vice-President for Personnel shall consult the Association of Clerical-Technicals President or designee as to the intent to utilize the monthly payroll as defined above. No personnel action in such emergency situations shall take place prior to this consultation.
4. For existing positions, the Association of Clerical-Technicals President shall be provided with the following:

- a. Position number of vacated position.
  - b. Position number of position filled by monthly payroll individual.
  - c. Position number of position when filled on a permanent basis.
5. For new positions, including those which are federally funded the Association of Clerical-Technicals President shall be provided with the position number when it is authorized by State Personnel.

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Frank Newman  
A.W. Petrocelli  
For the University of  
Rhode Island

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Veronica Briggs  
For the Association of  
Clerical Technicals

September 25, 1981

**LETTER OF UNDERSTANDING  
BETWEEN  
STATE OF RHODE ISLAND/UNIVERSITY OF RHODE ISLAND  
AND  
THE ASSOCIATION OF CLERICAL-TECHNICALS/NEA**

For the duration of the current Agreement between the Board of Governors and the URI ACT/NEA Clerical-Technical Bargaining Unit, full-time URI employees, their spouses and their dependent children will be eligible for tuition limitations:

1. The employee must work full-time;
2. The employee must be a resident of Rhode Island for six (6) months.
3. Payments will be limited strictly to tuition. All fees, books and other expenses must be paid for by the individual;
4. All courses will be taken on a “space available” basis;
5. In the event of an employee’s death, the tuition waiver benefit shall be provided for those spouses and legal dependents who have been accepted or are enrolled at the time of such death and who maintain continuous enrollment;
6. If an employee is on leave without pay, neither he/she nor his/her spouse and/or legal dependents are eligible for tuition waiver unless specifically approved by the institution;
7. Effective January 1, 1994 dependents and spouses shall no longer be eligible to enroll in courses at the Master’s degree level. Any dependent or spouse who is enrolled in a Master’s degree program will be able to continue in such program. Spouses and dependents who have applied for admission to a Master’s degree program must have attained either acceptance into a program, admission with prerequisites or promising student status by January 1, 1994.

Employees may pursue one (1) degree at the baccalaureate level and one (1) degree at the Master’s level. Spouses and dependent children may pursue one (1) degree at the baccalaureate level. Courses may be taken either on a full-time or part-time basis.

**# 6**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
STATE OF RHODE ISLAND/UNIVERSITY OF RHODE ISLAND  
AND  
THE ASSOCIATION OF CLERICAL-TECHNICALS/NEA**

The parties hereby agree that:

A State employee in the classified service who terminates employment and is subsequently re-employed by the State shall be eligible to receive an aggregate longevity increase for the period of initial employment and subsequent employment. The provision of this Agreement shall be applied retroactively to those persons re-employed prior to June 1, 1980 and thereafter.

FOR THE STATE:

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FOR THE UNION:

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DATED:

**MEMORANDUM OF AGREEMENT  
BETWEEN  
STATE OF RHODE ISLAND/UNIVERSITY OF RHODE ISLAND  
AND  
THE ASSOCIATION OF CLERICAL-TECHNICALS/NEA**

The Memorandum of Agreement is entered into by and between the Association of Clerical-Technicals/NEA and the State of Rhode Island/University of Rhode Island on this 11th day of April 1985. This Memorandum in conjunction with the January 11, 1985 decision of the Office of Labor Relations (a copy of which is attached) resolves Grievance G-9507, GC-84-021.

The parties hereby agree:

- A. Positions in the ACT/NEA bargaining unit may be changed from 26 pay period positions to not less than 20 pay period positions only in accordance with the following conditions:
  1. The not less than 20 pay periods shall be consecutive pay periods.
  2. The furloughed employee will retain the sick leave, personal leave and annual leave balances he/she had at the commencement of the furlough consistent with other provisions of the Agreement.
  3. Furloughed employees shall not earn any leave accruals during the furlough period.
  4. The furloughed employee will return to work with the same vacation schedule he/she had at the end of the prior employment period.
  5. An employee shall return to the same position held prior to the furlough.
  6. The salary consideration date shall remain the same as it was when the employee was furloughed, i.e., an employee shall receive wage increments as if there were no break in service, except for probationary employment.
  7. If the employee was serving a probationary period at the time he/she was furloughed, the probation will pick up where it left off at the time the furloughed commenced.
  8. Seniority shall continue to accrue as if there were no break in service.

9. An employee's Blue Cross/Blue Shield/Major Medical, Delta Dental, and all riders, shall remain in effect at State expense during furlough. An employee shall continue to pay his/her portion of life insurance and HMO costs.
10. The posting of a not less than 20 day period position shall include a statement of said position's status, as well as the dates of the employment period.
11. Upon execution of this Agreement, the following positions shall be designated as not less than 20 pay period:

<u>POSITION #</u>	<u>TITLE</u>	<u>DEPARTMENT</u>	<u>NAME</u>
5510-5344	Sr. Clerk Typist	Univ. Pacer	M.S. Yorkery
5510-5174	Teller	Bursar	Laura Severini
5510-5175	Sr. Recon. Clerk	Bursar	Donna Bolton
5510-5301	Sr. Clerk Typist	Athletics	Ann Drennan
5510-5302	Sr. Clerk Typist	Athletics	Lelia Scott
5510-5263	Princ. Clerk Typist	Hon. Program	Eleanor Geer
5510-400-111	Sr. Clerk Typist	ORL	Vacant

12. No filled position, other than those listed #11 above, shall be changed to not less than 20 pay period positions without the mutual agreement of the ACT/NEA.
13. Only vacant positions can be reviewed for change to not less than 20 pay period status. If a 26 pay period position vacates, it may be reviewed for a change to a not less than 20 pay period position by the University. If as a result of the review, the University decides that the vacant position will be so changed, it will immediately notify the ACT President in writing, but in no event less than 2 weeks prior to posting.
14. In the event a 26 pay period position is changed to a not less than 20 pay period position in accordance with the foregoing, the remaining positions in the affected area shall not be required to work out of classification.
15. A not less than 20 period position which is full time shall be considered full time for purposes of eligibility for tuition waiver consistent with other provisions of the Agreement.
16. Furlough shall be defined as the break in service between periods of employment for a not less than 20 pay period employee.

17. An employee in a not less than 20 pay period position may only exert the seniority rights of Article XI D, Layoff, over other employees in not less than 20 pay period positions.

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Angelo E. Azzinaro  
Asst. Director of Administration  
State of Rhode Island

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Gail Colburn  
President, ACT/NEA

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Ralph H. Lataille  
Asst. V.P. of Personnel  
University of Rhode Island

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Roberta Doran  
First Vice-President  
ACT/NEA

## **MEMORANDUM OF AGREEMENT**

### **LIST “B” NOTICES**

By execution of this agreement, the State hereby rescinds the notices dated 11/15/07 which advised union officials and employees of the State’s intention to explore the subcontracting or privatization of some functions currently performed by bargaining unit members. The State hereby agrees that no employees who received such notice shall be laid off pursuant to said notice through June 30, 2009.

## **MEMORANDUM OF AGREEMENT**

### **NON-WAGE PROPOSALS**

The parties agree that all other language issues will be withdrawn, but that the contract can be reopened effective July 1, 2010 to negotiate non-economic language issues unrelated to the terms and conditions agreed to herein.

Nothing shall prevent the parties from voluntarily reaching agreement on other non-economic issues at any time.

All other written terms and agreements of existing contracts, Memoranda of Agreement or Understanding, etc., neither addressed herein nor inconsistent with the provisions of this memorandum of settlement will remain in full force and effect for the term of this Agreement.

# **MEMORANDUM OF AGREEMENT**

## **MEMORANDUM OF AGREEMENT**

THIS AGREEMENT is entered into by and between the State of Rhode Island and the University of Rhode Island Association of Clerical-Technicals/NEA.

WHEREAS, the State of Rhode Island is contending with a fiscal crisis of historic proportions characterized by diminishing tax revenues, projected substantial annual budget deficits and extremely high unemployment; and

WHEREAS, the Parties hereto are desirous of implementing a plan to avoid layoffs of employees and facilitating a more harmonious and cooperative relationships between the State, the Union and employees.

NOW THEREFORE, in the best interests of the parties and to avoid an interruption of State services to the citizenry, on this 15 day of February, 2010, it is hereby agreed by and between the State of Rhode Island and the ACT/NEARI that the Collective Bargaining Agreements/Memoranda of Settlement for the period of July 1, 2008 through June 30, 2012 remain unchanged except as follows:

### **No Layoff, Shutdowns or Pay Reductions:**

The State agrees that there shall be no layoffs, shutdown, furlough, or pay reduction days, other than those pay reduction days referenced herein, through June 30, 2011.

### **Settlement Agreement and Consent Decree:**

Upon execution and ratification of this Memorandum of Agreement, the Parties will cooperate with each other to arrange for the entry of a Consent Decree and Judgment in the lawsuit filed by the Department of Health, Professional Staff Association, NEARI (C.A. No.: PC09-5039) that will incorporate this Memorandum of Agreement. The Parties also agree that the Consent Decree and Judgment will include language that indicates that the Parties agree that the Consent Decree and Judgment is an amicable resolution of disputed positions and that nothing therein shall be considered an admission of liability.

**Pay Reduction FY 2010:**

All employees shall receive four (4) one day pay reductions (each one equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding overtime) to be effective in each of the payroll periods during fiscal year 2010 as designated below:

	<b>Pay Period</b>	<b>Paycheck</b>
1	2/28/10-3/13/10	3/19/10
2	3/28/10-4/10/10	4/16/10
3	4/25/10-5/8/10	5/14/10
4	5/23/2010 – 6/5/2010	6/11/2010

Employees so affected will be entitled to accrue one and one quarter (1.25) additional days of paid leave (for a maximum of 5.0 days) in each of the payroll periods identified above. This leave will accrue to part-time employees on a pro rated basis.

Employees may request to discharge this additional paid leave (Pay Reduction Leave "PR") commencing with any payroll period following the payroll period in which it was earned. These requests shall not be unreasonably denied. Employees may elect to carry no more than four (4) PR days solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 9/27/09-10/10/09 (paycheck of 10/16/09), regardless of when the cash payment is made. All other pay reduction leave accruals provided for in this agreement shall have no cash value whatsoever.

Balances of accrued vacation, sick and "deferred vacation" (a.k.a. Sundlun Days) leave all be paid at the pre-reduction rate of pay to employees who terminate or retire from State service during a salary reduction period.

Employees completing their in-service training incentive credits during a salary reduction

period will be awarded the appropriate salary adjustment based on the pre-reduction rate of pay.

**Salary Increase Delay:**

The three percent (3%) across the board salary increase, which would otherwise be effective July 1, 2010, shall not be effective until January 2, 2011.

**Pay Reduction FY 2011:**

All employees shall receive eight (8) one day pay reductions (each one equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding overtime) to be effective in each of the payroll periods during fiscal year 2011 as designated below:

	<b>Pay Period</b>	<b>Paycheck</b>
1	8/1/10 – 8/14/10	8/20/10
2	8/29/10 – 9/11/10	9/17/10
3	9/26/10 – 10/09/10	10/15/10
4	10/24/10 – 11/06/10	11/12/10
5	1/2/2011-1/15/2011	1/21/2011
6	1/30/2011-2/12/2011	2/18/2011
7	2/27/2011-3/12/2011	3/18/2011
8	3/27/2011-4/9/2011	4/15/2011

Employees so affected will be entitled to accrue one and one quarter (1.25) additional days or paid leave (for a maximum of ten (10) days) in each of the payroll periods identified above. This leave will accrue to part-time employees on a pro rated basis.

Employees may request to discharge this PR commencing with any payroll period following the payroll period in which it was earned. These requests shall not be unreasonably denied. Employees may elect to carry no more than four (4) PR days solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash payment for those days shall at the employee's total pre-reduction hourly rate in effect for the pay

period of 1/2/2011-1/15/2011 (paycheck of 1/21/2011), regardless of when the cash payment is made. All other pay reduction leave accruals provided for in this agreement shall have no cash value whatsoever.

Balances of accrued vacation, sick and "deferred vacation" (a.k.a. Sundlun Days) leave shall be paid at the pre-reduction rate of pay to employees who terminate or retire from State service during a salary reduction period.

Employees completing their in-service training incentive credits during a salary reduction period will awarded the appropriate salary adjustment based on the pre-reduction rate of pay.

**Voluntary Leave Without Pay:**

An employee may also voluntarily request leave without pay subject to his/her supervisor's approval. Employees who make such a request shall not accrue any additional days of paid leave for electing voluntary leave without pay.

**Reorganization, Elimination or Consolidation of Functions:**

Through June 30, 2011, the parties agree that an Appointing Authority (Agency Director/Head) has the right to transfer an employee programs under his/her authority and/or, with the approval of the Director of Administration, transfer employee from one agency to another due to transfer, reorganization, elimination or consolidation of functions, programs, units, divisions or departments within the Executive Branch subject to the following:

The union recognizes the State's right to transfer, reorganize, eliminate or consolidate functions, programs, units, divisions or departments within the Executive Branch.

Upon issuance of a memorandum from the Director of Administration setting forth the rationale necessitating said action, the State shall notify the respective Executive Director/Key Union Official at least fifteen (15) calendar days in advance of notification to bargaining unit

members of its intention transfer; reorganize, eliminate or consolidate functions, programs, units, divisions or departments.

The Union and the State shall meet within this fifteen (15) day period to discuss proposed alternatives. The Union shall be given access to pertinent information related thereto. The Union cannot grieve the inability of the parties to agree to the transfer, reorganization, elimination or consolidation of functions, programs, units, divisions or departments.

The affected employee and the union shall receive at least thirty (30) days written notice of the transfer unless extenuating circumstances are demonstrated by the affected employee. Provided, however, in no event shall the notice period be more than sixty (60) days.

The State agrees to offer available transfer assignments as identified by the State to the affected employee(s) based on primary seniority. The affected employee may:

1. Elect the available transfer assignment or
2. Displace the least senior employee in his/her classification in his/her current Division on the basis of primary seniority, if available.
3. Should there be no least senior employee in his/her classification in his/her current Division on the basis of primary seniority, then the affected employee may elect to displace the least senior employee in his/her classification in his/her current Department on the basis of primary seniority, if available.
4. The employee so displaced shall accept the transfer assignment offered by the State.
5. If there is no employee with less primary seniority in his/her current Division or Department, the affected employee shall accept the transfer assignment offered by the State.

The parties acknowledge that, for the limited term of this Agreement, the terms set forth above shall be in lieu of the provisions of the collective bargaining agreement that address layoff and bumping, job abolition, reassignment, transfer, consolidation or reorganization.

The State shall recognize primary seniority of employees for the purpose of vacation scheduling

and overtime assignments within the unit/location assignment.

No employee shall sustain a reduction in wages, hours or health benefits as an accompaniment to such transfer assignment.

When an affected employee is transferred, he/she will remain in his/her respective bargaining unit ~~until~~ *in* the employee vacates the position. When an employee's position is vacated for any reason, including but not limited to resignation, retirement, discharge, death or promotion, the State may post the position. Said positions that are posted by the State will be posted in the following manner:

- a) In accordance with the seniority provisions of the collective bargaining agreement applicable to the transferred employee;
- b) The posting shall reflect the salary information of the collective bargaining agreement covering that classification at that Agency/Division and include language advising of the provisions set forth in sections a above and sections d and f below.
- c) Copies of such postings will be provided to the union covering the transferred employee and to the union covering that classification at that Agency/Division;
- d) Upon appointment, the position and the employee newly filling the position assigned and accreted to the collective bargaining unit covering that classification at that Agency/Division and the position will thereafter remain within that collective bargaining unit and the parties will work cooperatively to file the necessary documentation with the Labor Board;
- e) The employee's primary, secondary and State seniority shall all be determined in accordance with collective bargaining agreement covering that classification at that Agency/Division;
- f) If there are no qualified applicants for the position within the time limit contained in the applicable collective bargaining agreement covering the transferred employee, the vacant position will be filled in accordance with the collective bargaining agreement covering that classification at that Agency/Division;
- g) In no event shall the State change the bargaining unit affiliation of any affected employee except as described herein; and

- h) In no event shall the State's decision not to post a position be used as a subterfuge to evade these limitations.

Effect on Retirement:

The effect of this Agreement on retirement contributions is governed by RIGL 36-10-10.4.

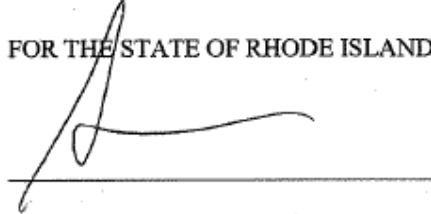
Ratification:

This Agreement is subject to (a) union membership ratification no later than \_\_\_\_\_  
\_\_\_\_\_, 2010 and (b) approval by the Governor of Rhode Island, or his designee.

The undersigned agree to recommend ratification and approval of this Memorandum. Absent such ratification, the proposal set forth herein shall be null and void.

This Agreement shall take effect upon ratification and shall be effective through June 30, 2011.

FOR THE STATE OF RHODE ISLAND:



FOR THE UNION:



**EDITORIAL CORRECTION TO**  
**MEMORANDUM OF AGREEMENT**

WHEREAS, the State of Rhode Island ("State") and the University of Rhode Island Association of Clerical-Technical/NEARI ("Union") entered a Memorandum of Agreement on or about 2/15/10 to address the State's fiscal crisis without the need for layoffs of Union members ("MOA").

WHEREAS, due to a transcription error that was not detected by either party, the MOA does not accurately reflect the agreement of the parties with respect to the manner in which the monetary value of those Pay Reduction Leave Days with cash value is to be calculated

WHEREAS, the parties wish to correct the MOA so that it accurately reflects their agreement

NOW THEREFORE, it is hereby agreed by and between the State of Rhode Island and the University of Rhode Island Association of Clerical-Technical/NEARI that the Collective Bargaining Agreements/Memoranda of Settlement for the period of July 1, 2008 through June 30, 2012 and the Memorandum of Agreement remain unchanged except as follows:

**Cash Payment for FY 2010 Pay Reduction Leave Days**

Employees may elect to carry no more than four (4) Pay Reduction (PR) Days accrued in FY 2010 solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 9/27/09-10/10/09 (paycheck of 10/16/09), regardless of when the cash payment is made; provided however, that if the employee was not in state service during the pay period of 9/27/09-10/10/09, the cash payment for those days shall be at the hourly rate in effect for his or her first pay period.

#### **Cash Payment for FY 2011 Pay Reduction Leave Days**

Employees may elect to carry no more than four (4) Pay Reduction (PR) Days accrued in FY 2011 solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. The value of said Pay Reduction Days will depend upon when the employee terminates his or her State service due to retirement, voluntary termination or death. For those employees who terminate from State service due to retirement, voluntary termination or death on or after 1/2/2011, the cash payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 1/2/2011-1/15/2011 (paycheck of 1/21/2011), regardless of when the cash payment is made. For employees who terminate from State service due to retirement, voluntary termination or death on or before 1/1/2011, the cash payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 9/27/09-10/10/09 (paycheck of 10/16/09), regardless of when the cash payment is made; provided however, that if the employee was not in state service during the pay period of 9/27/09-10/10/09, the cash payment for those days shall be at the hourly rate in effect for his or her first pay period

#### **Effective Date**

This Corrective Addendum shall take effect upon signing by the president of the Union and the Director of the Department of Administration, without the need for ratification by the Union membership or the Governor of the State of Rhode Island and shall remain in effect for the duration of the Memorandum of Agreement.

FOR THE STATE OF RHODE ISLAND:

Rosemary B. Sallogly

FOR THE UNION:

Joan M. Hernandez