

MEMORANDUM OF SETTLEMENT

STATE OF RHODE ISLAND

AND

RHODE ISLAND COUNCIL 94, AFSCME

ENTERED ^{as of} into this 11th day of September, 2012, by and between the State of Rhode Island ("State") and Rhode Island Council 94, AFSCME ("Union") (collectively the "Parties")

WHEREAS, the State and the Union are parties to a collective bargaining agreement entitled "Master Agreement Between State of Rhode Island and Rhode Island Council 94, AFSCME, AFL-CIO" for the period of July 1, 2008 through and including June 30, 2012 ("CBA");

WHEREAS, the Parties have engaged in good faith negotiations for a successor agreement to the CBA;

WHEREAS, the Parties have reached an agreement on the terms of a collective bargaining agreement for the period of July 1, 2012 through and including June 30, 2013 and wish to memorialize that agreement;

NOW THEREFORE, it is hereby agreed by and between the State and the Union that the Parties' collective bargaining agreement for the period of July 1, 2012 through and including June 30, 2013 shall be as follows:

1. WAGES

There shall be no across-the-board base wage increase in FY 2013

2. LONGEVITY

Effective July 1, 2012, notwithstanding any provision of the collective bargaining agreement to the contrary, an employee's eligibility for longevity stipends, including the amount thereof, shall be governed by the applicable provisions of Article 8 of the FY 2012 Budget (P.L. 2011, ch.151, art 8), as amended.

3. HEALTH INSURANCE

The State shall continue to maintain the current health benefits through June 30, 2013. There will be no changes to the co-share percentage, the "annualized total rate" levels that determine the applicable co-share percentage, the dollar amount of the applicable co-share that took effect on July 1, 2012, or the co-pay structure during FY 2013.

4. SUCCESSOR NEGOTIATIONS

Within a reasonable time after the Segal Company issues its final report on the Comprehensive Personnel Study, the Parties shall commence successor negotiations with respect to all issues related to the Comprehensive Personnel Study.

5. MINI-CONTRACTS

Absent written agreement of the Parties, all so-called "mini-contracts" between the Parties will remain in full force and effect through and including June 30, 2013, at which time all "mini-contracts" will be subject to renegotiation in accordance with Article 46 of the collective bargaining agreement. Nothing herein shall prevent any local bargaining unit and State department from commencing negotiations on an initial mini-contract pursuant to Article 46 of the Master Contract.

6. OTHER TERMS AND PROVISIONS

Except as superseded by the agreements contained herein, the terms and provisions of the CBA shall remain in full force and effect without change for the period of July 1, 2012 through and including June 30, 2013.

7. PUBLICATION OF COMPLETE COLLECTIVE BARGAINING AGREEMENT

Given that negotiations concerning operational issues are ongoing and that the Parties may enter into negotiations for a successor to the collective bargaining agreement established by this Memorandum of Settlement in the Spring of 2013, the terms of this Memorandum of Settlement, while in full force and effect, will not be incorporated into a formal collective bargaining agreement at this time. To the extent that the agreements contained herein, as well as those that may be reached during the subsequent negotiations authorized by this Memorandum of Settlement, are not superseded by agreements that may be reached during the negotiations for a successor to this Agreement, they shall be incorporated in the next formal collective bargaining agreement between the Parties.

8. DURATION

The agreements contained herein, as well as those that may be reached during the subsequent negotiations authorized by this Memorandum of Settlement, shall be deemed part of a collective bargaining agreement between the Parties for the period of July 1, 2012 through and including June 30, 2013; provided, however, that the effective date of any agreements reached as a result of the negotiations authorized by this Memorandum of Settlement shall be agreed upon as part of those negotiations.

9. RATIFICATION

This Memorandum of Settlement shall not be deemed binding on the Parties until such time as it is ratified by the Union Membership in accordance with the Union's internal procedures and approved by the Governor of the State of Rhode Island. The Union Executive Committee and/or Negotiating Team shall take whatever steps are necessary to ensure that the ratification process is completed no later than forty-five (45) days from the date that this Memorandum of Settlement is fully executed. The Union shall inform the State of the results of the ratification vote in writing within 24 hours of the completion of the process. The State shall inform the Union of the Governor's decision in writing within seven (7) days after receiving said notification from the Union.

10. EXECUTION

This Memorandum of Settlement is being executed as duplicate originals and shall be deemed effective as of the date the final signature is affixed hereto.

FOR THE STATE:



Richard A. Licht
Director
Department of Administration

Dated: 9-11-12



Anthony Bucci
Personnel Administrator
Department of Administration

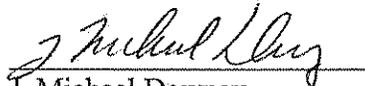
Dated: 09/11/12

FOR THE UNION:



Linda G. Loveday
State Vice President
Rhode Island Council 94, AFSCME

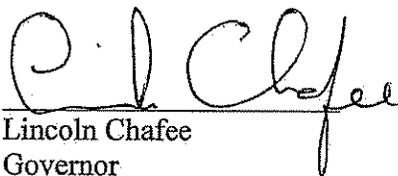
Dated: 9/10/12



J. Michael Downey
President
Rhode Island Council 94, AFSCME

Dated: 9/11/12

RATIFIED BY

A handwritten signature in black ink, appearing to read "L. Chafee". The signature is written in a cursive style with a large initial "L" and a long, sweeping tail.

Lincoln Chafee
Governor
State of Rhode Island

Dated: Nov. 13, 12