

MASTER AGREEMENT
BETWEEN
STATE OF RHODE ISLAND
AND
COUNCIL OF BUDGET PERSONNEL

July 1, 2008-June 30, 2012

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Memorandum of Agreement

In this Agreement, entered into this 24th day of October, 2008 by and between the State of Rhode Island, hereinafter referred to as the State, and the Council of Budget Personnel, hereinafter referred to as the Union, the Parties hereby agree as follows:

Purpose

It is the purpose of this Agreement to carry out the policy of the State of Rhode Island by encouraging a more harmonious and cooperative relationship between the State and its employees by providing for procedures which will facilitate free and frequent communication between the State and its employees. By means of this Agreement, therefore, the signatories hereto bind themselves to maintain and improve the present high standards of service to the people of the State of Rhode Island and agree further that high morale and good personnel relations through a stabilized union relationship are essential to carry out this end.

Article I **Recognition**

1.1 The State hereby recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit, said bargaining unit to consist of the following classes of positions declared appropriate by the State Labor Relations Board as a result of a petition submitted by the Union in Case Number EE-2011 and thereafter changed by the Classified Pay Plan Board in Classification Notice #205 dated January 15, 1992:

<u>Position Title</u>	<u>Class Code</u>
Budget Analyst I/Economist	02654100
Budget Analyst I	02654200
Budget Analyst II	02654300
Senior Budget Analyst	02654400
Principal Budget Analyst	02654500

Article II
Non-Discrimination Clause

2.1 The State and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, sex or age, physical handicap, country of ancestral origin, marital status, or political affiliations.

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

2.3 The Union shall not discriminate against any employee in the administration of this Agreement because of non-membership in the Union.

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

Article III
Union Security and Dues Deduction

3.1 The State Controller shall deduct Union dues, if and when established, from the wages of all members within the respective bargaining units.

3.2 In those bargaining units in which the Union has been certified as the exclusive bargaining agent, only the dues for the sole and exclusive bargaining agent shall be deducted. Membership in the Union may be determined by each individual employee.

3.3 All non-members of the exclusive bargaining organization shall pay to the exclusive organization a service charge as a contribution toward the negotiation and administration of the Collective Bargaining Agreement in an amount equal to the regular bi-

weekly membership dues of said organization.

3.4 The appointing authority shall give written notice to the President of the Union of those employees within the respective bargaining units who become eligible for membership in the Union.

Article IV **Management Rights**

4.1 The Union recognizes that, except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the State and the employees are vested solely in the State. For example, but not limited thereto, the employer shall have the exclusive rights subject to the provisions of this Agreement (including the grievance procedure) and consistent with applicable laws and regulations:

- A. To direct employees in the performance of official duties;
- B. To hire, promote, transfer, assign, and retain employees in positions within the bargaining unit and to suspend, demote, discharge, or take other disciplinary action against such employees;
- C. To maintain the efficiency of the operations entrusted to it;
- D. To determine the methods, means, and personnel by which such operations are to be conducted;
- E. To relieve employees from duties because of lack of work or for other legitimate reasons;
- F. To take whatever actions may be necessary to carry out its mission in emergency situations; i.e., an unforeseen circumstance or combination of circumstances

which calls for immediate action in a situation which is not expected to be of a recurring nature.

Article V **Hours of Work**

5.1 It is hereby agreed that there shall be a basic work week:

A non-standard work week averaging 35 hours per week.

5.2 Employees who work at least sixteen (16) hours a week shall be entitled to fringe benefits on a pro-rata basis.

5.3 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 hour duration, nor more than one hour duration during each work day to be determined by the work day schedule that applies.

5.4 When an employee is required in writing by the appointing authority or his 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 present rate retroactive to the first day of such assignment. An employee may refuse such assignment if he does not receive such written authorization.

Article VI **Salary Schedule**

6.1 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.

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.

- A. There shall be an across-the-board wage increase of 2.5% effective July 1, 2009.
- B. There shall be an across-the-board base wage increase of 3.0% effective July 1, 2010.
- C. There shall be an across-the-board base wage increase of 3.0% effective July 1, 2011.

6.2 An employee shall receive a one-step increase after six (6) months of service and after each year of service thereafter in his classification, until he has reached the maximum of his

grade.

6.3 Each employee shall be granted longevity increases according to the following formula:

<u>Years of Service</u>	<u>Percentage Increase On Base Rate</u>
5	5%
11	10%
15	15%
20	17.5%
25	20%

6.4 Each employee who has successfully completed a four-course curriculum, approved in advance by the Personnel Administrator, shall be entitled to a one-step pay increase next above his 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).

6.5 The class of positions in the unit are assigned to the following salary schedule:

<u>Classification</u>	<u>Work Week</u>	<u>Salary Range</u>
Principal Budget Analyst	N/S	37
Senior Budget Analyst	N/S	34
Budget Analyst II	N/S	31
Budget Analyst I	N/S	28
Budget Analyst I/Economist	N/S	28

6.6 The attached schedule sets forth the pay plan, including step increases for each grade in the pay plan.

EDUCATIONAL INCENTIVE

A. Persons employed prior to July 1, 2001 may retain the increment referred to in

paragraph E above but shall be eligible for only one such increment, under the Incentive In-Service Training Program, during the course of his/her employment with the State.

- B. A persons employed prior to July 1, 2001 may become eligible for multiple increment payments under Paragraph 3 by submitting to the Department of Administration's Office of Training and Development a written form giving up career increment retention under Paragraph 1.
- C. Persons first employed on or after July 1, 2001 shall be eligible to earn an unlimited number of additional increments during their career, subject to the following:
 - 1. Each earned increment shall be retained for not more than four (4) years; and
 - 2. Each employee 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.

6.7 Overpayments – When an employee has received additional compensation for which they are not entitled, the State shall recover such overpayment at the rate of ten (10) percent of the overpayment or \$100, whichever is the lesser per pay period, until the amount of the overpayment is fully recovered. The State shall notify the Union when an overpayment has occurred prior to recovering the overpayment.

Article VII **Holidays**

- 7.1 The following shall constitute the official holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day

Independence Day
Victory Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Any day on which a general election of State officers is held, as Election Day
Christmas Day
Any day which the Governor shall appoint as a holiday
Any day which shall hereafter be appointed by the General Assembly to be a holiday.

7.2 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 official work schedule for that day.

7.3 When an employee is required to work on a holiday which falls on a regularly scheduled work day, he shall be credited with the number of hours in their official work schedule for that day, plus the number of hours actually worked. Employees shall work the number of hours in their official work schedule unless they are told in advance that they shall only work a stated number of hours. The hours actually worked shall be compensated at the rate of one and one-half times the normal rate.

7.4 If a holiday falls on one of an employee's regularly scheduled days off, he shall be credited with the number of hours for one day in his official work scheduled. The hours so credited for this day shall not be used in the computation of overtime.

7.5 If a holiday falls on a regularly scheduled work day within an employee's vacation period, the employee shall not be charged annual leave for his absence on that date.

7.6 If the General Assembly eliminates a holiday the employees covered by this contract will be given an additional personal leave day. If the General Assembly subsequently

adds a holiday, the additional personal leave day will be withdrawn.

Article VIII
Inclement Weather/Emergencies

8.1 In the event that the Governor or designee determines that an emergency situation exist and as a result makes a public declaration that any 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.

Article IX
Seniority

9.1 It is hereby agreed that the Parties hereto recognize and accept the principle of seniority in all cases of days off, vacation time, holiday time, layoffs and recalls.

9.2 Seniority is defined as the length of service within the bargaining unit.

9.3 The appointing authority shall prepare and forward to the President a seniority list

of employees. Seniority lists shall be revised when necessary and shall be prepared and posted on approved bulletin boards showing the employee's name, class of position and seniority. All new and vacant positions shall be posted on the various bulletin boards for a period of one week, and a copy will be sent to the Council president. Employees applying for such vacancies shall make a request in writing to the personnel officer not later than three (3) days after the posting period has ended. A real effort will be made to fill vacancies from within the bargaining unit.

9.4 In the event of layoff, employees shall be laid off according to seniority in the affected class of position.

9.5 In the event of recall, the order of layoff described above shall be reversed.

9.6 Any employee may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications or for the good of the service.

9.7 Recall notices shall be sent by certified mail, return receipt requested.

9.8 Unpaid sick leave and personal leave accruals as of the date of layoff will be frozen for three (3) years from date of layoff.

9.9 Seniority shall be considered broken for the following reasons only:

- (a) When an employee has been discharged for just cause,
- (b) When an employee voluntarily terminates his employment,
- (c) When an employee fails to respond to a recall notice,
- (d) When an employee fails to notify his departmental director of his absence from work within three (3) working days, unless extenuating circumstances prohibit such notice,
- (e) When an employee fails to renew a leave of absence,
- (f) When an employee engages in other work without authorization while on leave of absence,
- (g) When an employee is laid off in excess of three (3) consecutive years.

Article X **Vacations**

10.1 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.

10.2 It is agreed that all employees covered by this Agreement shall receive a vacation with pay according to the following schedule:

<u>Years of Service</u>	<u>Schedule</u>
At least six (6) months of service but not more than five (5) years	10 working days
At least five (5) years but not more than ten (10) years	15 working days
At least ten (10) years but not more than fifteen (15) years	18 working days
At least fifteen (15) years but not more than twenty (20) years	20 working days
At least twenty (20) years but not more than twenty-five (25) years	26 working days
Twenty-five years of more	28 working days

10.3 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 vacation credits, such employee or his estate shall on such termination be entitled to receive full pay for each hour of vacation to his credit as of date of termination.

10.4 Appointing authorities shall assign vacation leave with justice and equity, and once assigned, such leave shall be posted by the State.

10.5 Each employee shall be allowed to take at least two consecutive weeks vacation at some time during the calendar year.

10.6 Should a question arise between employees as to when their vacation will be taken, the senior employee shall have preference.

10.7 Employees may be allowed to carryover from one year to a second consecutive year vacation time accrued and credited in one year, provided such carryover days to a second

consecutive year shall be for use only and shall not be subject to cash out under Article 10.3 or other provision of contract or statute beyond the number of vacation days which were eligible for cash out in the first year of such carryover.

Article XI **Sick Leave**

11.1 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 necessary attendance upon a member of the immediate family who is ill. Family sick leave shall be limited to ten (10) days per calendar year.

11.2 Sick leave accrual shall be as provided in the State personnel rules.

11.3 When the total accumulation shall amount to 875 hours (125 days) for an employee assigned to a non-standard schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.

11.4 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 non-standard employee shall be entitled to receive a 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.

11.5 The appointing authority shall require a physician's certificate or other

satisfactory evidence in support of any request for sick leave with pay, covering an absence of more than three (3) consecutive working days, and shall, thereafter, require a physician's certificate or other satisfactory evidence in support of each and all other requests from that employee for sick leave and/or leave of absence due to illness or death in the employees immediate family during the remainder of the calendar year. In the event that the required satisfactory evidence is not presented to the appointing authority by the employee prior to or upon the conclusion of such leave, no payment or compensation to which the employee would otherwise be entitled shall be made and employee shall be considered for all purposes to have been absent without leave.

11.6 In the event of death in the employee's family, the employee shall be entitled to absence with full pay, not chargeable to the employee's sick leave accumulation as follows:

- a) Leave of four (4) days shall be granted in the case of death of a spouse (including domestic partner), child (including a foster child or step-child who resides with the employee), mother, father, brother or sister.
- b) Leave of three (3) days shall be granted in the case of death of a mother-in-law, father-in-law, grandfather, grandmother, grandchild or any other relative living in the employee's household.
- c) Leave of one (1) day shall be granted in the case of death of an aunt, uncle, sister-in-law and brother-in-law.

11.7 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 appointing authority of the anticipated duration of the maternity leave of not less than three (3) months nor more than twelve (12) months and may be extended by mutual consent; and an early return by the employee may be made upon completion of a minimum of three (3) months and written notice of thirty (30) days to the appointing authority.

(c) A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties and her continuance at work does not deprive her fellow employees of their contractual rights.

11.8 Whenever an employee shall be absent from his duties and receiving compensation as provided in the Workmen's Compensation Laws, he shall be granted sick leave in accordance with the rules applicable thereto, in an amount not to exceed his regular compensation. Deductions from accumulated credits shall be applied only to the part of his salary which is paid as an addition to Workmen's Compensation payments, and the total of the two 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.

11.9 The Parties agree to establish a committee made up of two representatives from each party to explore the feasibility of providing protection against long term disability either through the purchase of Long Term Disability Insurance and/or through the establishment of a

sick leave bank. The Committee shall meet monthly and shall make its recommendation to the Director of the Department of Administration no later than July 1997. Such recommendation shall be reviewed for possible inclusion as an addendum to the contract.

11.10 Sick Leave Bank:

- A. The State and the Union agree to establish a Sick Leave Bank Committee who shall be responsible to administer a Sick Leave Bank in each bargaining unit covered by the Master Agreement. A separate sick leave bank may be established in a particular department by mutual Agreement.
- B. Each 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 State. The Sick Leave Bank Committee shall establish the rules and procedures to be used by employees who have contributed to the Sick Leave Bank. Each Sick Leave Bank Committee may decide, by majority vote, to permit sick leave bank donations to be made on an as needed basis. Decisions of the Sick Leave Bank Committee to grant sick leave bank days shall be by majority vote, shall be final and shall not be subject to the grievance and arbitration provisions of the contract.
- C. The following provisions must be included in the rules and procedures adopted by the Sick Leave Bank Committee:
 - 1. 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.
2. The Committee must require adequate evidence of catastrophic illness or injury, which is not job-related, of an employee only (not any family member).
 3. 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.
 4. 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.
 5. 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.
 6. An employee who applies to the Sick Leave Bank must have used all available accrued and accumulated leave including vacation and personal leave.
 7. Part-time employees may participate on a pro rated basis.
- D. Any unused sick leave remaining in the Sick Leave Bank on December 31 shall not be carried forward into the next year.
- E. If during the calendar year the Sick Leave Bank falls below three hundred fifty

(350) hours, the Sick Leave Bank Committee may solicit additional contributions of one additional day (8 hours or 7 hours) from those employees who made a contribution on January 2 of that calendar year.

Article XII **Health and Welfare**

12.1 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.

12.2 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 November 23, 2008, the following co-pays shall be in effect:

- (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).

12.3 Insurance

a) Effective June 26, 2005, employees shall contribute toward the cost of health care coverage based on a percentage of premium as set forth below. Said amounts shall be via payroll deductions.

<u>Coverage Level</u>	<u>FY06</u>	<u>FY07</u>	<u>FY08</u>
Individual Under \$75,000	6%	9%	12%
Individual \$75,000 and over	8%	11%	15%
Family Under \$35,000	4%	6%	8%
Family \$35,000 to under \$75,000	6%	9%	12%
Family \$75,000 and over	8%	11%	15%

Tier categories shall be based on each employee's total rate. Employee contributions for FY07 and FY08 shall be based on the premiums then in effect, but for each year the increase in the premium upon which the employee's contribution is based shall not exceed ten (10%) percent of the previous year's premium.

b) 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%

c) 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.

Due to the delay in implementing the Plan Design changes, the co-share contributions shall be based upon the pre-October 1, 2008 working rates thru November 22, 2008.

The employee waiver shall be \$2,002. Effective July 1, 2011, the employee waiver shall be reduced by 50% to \$1001.

12.4 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

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 November 23, 2008, the following co-pays shall be in effect:

The drug co-pay for a 31-day supply shall be as follows:

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.

Effective October 1, 2008, the following change shall be in effect:

- (1) Mail order network pharmacies: 3 month supply of a prescription drug for 2 co-payments. Maximum fill is 3 month supply.

12.5 The State will provide a vision/optical care program for the employee, which

shall be subject to the same co-share provisions as set forth in Article 12.3 above.

12.6 These changes supersede any conflicting provision of Article 12 of the Agreement and any Supplemental Agreement.

12.7 The State agrees to continue to pay its share of the costs of all benefits listed above for all employees covered by this Agreement who are on lay-off not lasting more than three months.

12.8 Where married employees are both employed by the State, only one employee shall receive family coverage (Blue Cross or its equivalent).

12.9 Dental Program: Coverage shall be \$1,200. Effective January 1, 2009, the following dental change shall be in effect: Dental plan crown coverage shall be changed to 80%.

12.10 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.

12.11 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.

Article XIII **Retirement**

13.1 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.

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

Article XIV **Group Life Insurance**

14.1 It is agreed that all employees shall be eligible to participate in the State Employees Group Life Insurance Program as established by 36-12-6 of the General Laws of 1956, as amended.

14.2 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 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 annual compensation take to the next higher multiple of one thousand (\$1,000.00) 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 reached twenty-five (25%) percent of the coverage in force immediately prior to the employee's sixty-fifth birthday.

d) The cost to the employee of such insurance shall not exceed the rate of twenty-five cents (\$.25) bi-weekly for each one thousand dollars (\$1,000.00) of his group life insurance.

e) Upon an employee's termination from State service, the policy may be converted to an individual policy of life insurance at standard rates.

Article XV **Leave Without Pay**

15.1 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 reason of personal illness, disability, educational improvement, or other purpose deemed proper and approved by the appointing authority and the Personnel Administrator. Approval of such leaves shall not be unreasonably withheld.

15.2 At the expiration of such leave, the employee shall be returned to the position from which he is on leave at the same step of the then current range for his class of position.

15.3 Any employee 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.

Article XVI
Jury Leave

16.1 Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty his regular pay or his jury duty pay, whichever is greater.

16.2 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 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.

Article XVII
Military Leave

17.1 Every employee covered by this Agreement who has left or shall leave his 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 180 or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving 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 expire 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.

17.2 For the first sixty (60) calendar days of such absence, every such employee shall be paid by the State the same amount as he would have received had he not been absent from his position.

17.3 During that part of the period of leave described above for which the employee shall receive his salary, he shall also accrue sick leave and annual leave credits as he would have accrued while working in said position during such period of sixty (60) days.

17.4 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.

17.5 At the conclusion of such military leave of absence, the employee shall be returned to his position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining 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.

Article XVIII **Military Training Leave**

18.1 Employees covered by this Agreement who, by reason of membership in the United State Military, Naval or Air Reserve of 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 working days, he shall be granted leave without pay for these purposes.

18.2 During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.

18.3 Such training activities, as defined in this section, shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed services.

Article XIX **Bulletin Board**

19.1 The State agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted.

Article XX **Union Committee**

20.1 Designated Union members or officers shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend hearings and 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.

20.2 No Union steward or committee member or representative shall be discriminated against as a result of performance of legitimate Union business.

20.3 The Union shall furnish the State and department with a written list of its officers immediately after their designation and shall promptly notify the State of any change in such officers.

20.4 Union representatives will be permitted to visit Union officers and committee members on State premises for the purpose of discussing Union business.

Article XXI **Discipline and Discharge**

21.1 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 XXII. If the appointing authority has reason to reprimand 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 one year, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel record. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entries in his personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee upon their request. Where appropriate, disciplinary action or measures shall include only the following:

1. Oral reprimand
2. Written reprimand
3. Suspension

4. Discharge

When any disciplinary action is to be implemented, the appointing authority, before or at the time such action is taken, notify the employee and the Union in writing of the specific reasons for such action.

21.2 The appointing authority shall not discharge or suspend an employee without just cause. Within two (2) weeks of such suspension or discharge, the Union may file a grievance with the State Labor Relations Administrator as set forth in Article XXII, and such hearing shall be held no later than three (3) days after the Union's request.

21.3 In the event that an employee is dismissed, demoted or suspended under this section, and such employee appeals such action and his appeal is sustained, he shall be restored to his former position and compensated at his regular rate for any time lost during the period of such dismissal, demotion or suspension.

21.4 An employee may be granted demotion upon request, when recommended by the appointing authority and approved by the Personnel Administrator. In this instance, his current status shall be transferred to the lower class.

Article XXII **Grievance Procedure**

22.1 For the purpose of this Agreement, the term "grievance" means any difference or dispute between the State and the Union or between the State and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

22.2 There shall be a grievance procedure as follows:

Step 1.

a) A grievance shall be presented by the aggrieved employee and/or by the Union

within five (5) working days of the employee's and/or Union's knowledge of the occurrence of such grievance.

b) An aggrieved employee shall discuss the problem with the Union representative, immediate supervisor and the Budget Officer who shall attempt to settle the problem within one (1) working day.

Step 2.

a) If the grievance is not resolved in Step 1 above, it shall be reduced to writing and submitted to the designee of the Director of the Department of Administration by the aggrieved employee and/or by the Union within fourteen (14) days of the employee's and/or Union's knowledge of the occurrence of such grievance. The written grievance shall set forth the factual and contractual allegations of the grievance, as well as the relief requested. The aggrieved employee and/or the Union representative shall meet, within fourteen (14) days of the submission of the written grievance, with the Director's designee who shall conduct a hearing on the grievance. Two Union officers and the aggrieved may present the grievance at the hearing. Such designee shall render a written decision to the Union and to the employee fourteen (14) days of the hearing. The decision shall respond to the factual and contractual allegations of the grievance.

Step 3.

a) In the event the grievance is not settled in a manner satisfactory to the aggrieved member and/or the Union, then such grievance may be submitted to arbitration in the manner provided herein, within thirty (30) days from the transmittal of the Step 2 decision. Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The

State, on request, will produce payroll and other records, as necessary. Members of the Union committee, stewards, the aggrieved employee and employee witnesses who are State employees will be paid at their regular rate up to their normal quitting time for time spent in processing grievances. The Union representative will have the right to assist the aggrieved at any step of the grievance procedure.

Miscellaneous

a) Nothing contained herein deprives an individual employee of the right to process his grievance without Union representation. If such grievance is processed without Union representation, the facts and disposition of said grievance will be furnished to the Union.

b) The grievant may be represented by a third party at Step 2 or Step 3 of this procedure, upon the mutual consent of the State and the Union in writing.

c) It is also agreed that in all cases of suspension, dismissal or class actions, the aggrieved and/or Union committee may go immediately to Step 2 of the grievance procedure.

22.3 A civil service employee may process his grievance through either the grievance procedure or the Personnel Appeal Board, provided the claim is within the jurisdiction of the Personnel Appeal Board. However, the initiation of a matter before the Personnel Appeal Board shall be deemed a waiver of the employee's right to utilize or continue to utilize the grievance procedure provided herein with respect to that matter.

22.4 The State shall allow each employee in the bargaining unit the right, upon request, to review the contents of their personnel files. No material derogatory to an employee's conduct, service, character or personality will be placed in his personnel file, unless he has had opportunity to review the material. Material including references obtained relative to the

employee's initial appointment shall be considered confidential and not subject to review by the employee.

Article XXIII
Arbitration

23.1 If a grievance is not settled under Article XXII, such grievance shall, at the request of the Union or the State, be referred to the American Arbitration Association in accordance with its rules then obtaining. The Parties may mutually agree to an alternative method of arbitration.

23.2 The decision of the arbitrator shall be final and binding upon the Parties. The expense of such arbitrations shall be borne equally by the Parties.

23.3 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.

23.4 All submissions to arbitration must be made within thirty (30) days after the grievance procedure decision.

Article XXIV
Health & Safety

24.1 The State shall make every reasonable effort to provide and maintain safe working conditions or actions which are reported to or observed by him.

24.2 Each supervisor shall take prompt and appropriate action to correct any unsafe conditions or actions which are reported to or observed by him.

24.3 A safety committee shall be appointed composed of two (2) representatives

appointed by the Union and two (2) representatives selected by the State. Said committee shall appoint its own chairman and shall meet when it is determined by two or more members that such a meeting is warranted. It may draw up a health and safety code to recommend to the State.

Article XXV
Alteration of Agreement

25.1 The State and the Union acknowledge that this Agreement represents the results of collective bargaining negotiations between the said Parties conducted under and in accordance with the provisions of the Labor Relations Act and constitutes the entire agreement between the Parties for the duration of the life of said Agreement, each party waiving the right to bargain collectively with each other with reference to any subject matter, issue, or thing, whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

25.2 It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the Parties hereto only if executed in writing.

25.3 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

Article XXVI
No Strikes or Lockouts

26.1 The Union and its members will not cause, call, or sanction any strike, work stoppage, or slowdown, nor will the State lockout its employees during the term of this Agreement.

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

Article XXVII
Severability

27.1 In the event that any article, section, or portion of this Agreement or any arbitrator's decision rendered under the terms of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or is unreasonably inconsistent with a national policy of wage and price controls, or shall have the effect of loss to the State of funds made available through federal law, then such specific arbitrator's decision, article, section or portion specified in such tribunal decision, or so in conflict, or having such effect shall be of no force and effect. In such an event, either party shall have the right immediately to reopen negotiations with respect to a substitute article, section or portion. The Parties agree to use their best effort to contest any such loss of federal funds which may be threatened.

27.2 Except as otherwise expressly provided herein, all privileges and benefits which employees have hitherto enjoyed shall be maintained and continued by the State during the terms of this Agreement.

Article XXVIII
Legal Defense

28.1 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 his provision shall apply only in cases in which the employee is being sued for errors or mistakes in intellectual judgement or analysis and shall not apply to physical acts of employees, except in reasonable self-defense.

Article XXIX
Mileage Provisions

29.1 The GSA mileage rate shall be adjusted on July 1st and January 1st of each year to

reflect the rate that is in effect on those dates.

Article XXX
Personal Business Leave

30.1 The State shall allow each employee a maximum of twenty-eight hours or the equivalent of four working days leave with pay per calendar year, to be used for personal business and/or religious observance.

Personal leave with pay may be used as follows:

- (a) one-half day on Good Friday afternoon;
- (b) one-half day on the day before Christmas;
- (c) one-half day on the day before New Year's Day;
- (d) one and one-half days for personal business and/or religious observance.

30.2 Employees shall not be required to state the reason for personal leave.

30.3 Prior approval for personal leave must be obtained and may only be denied if the resulting absence interferes with the proper conduct of division functions. Employees denied personal leave on Good Friday afternoon, the day before Christmas, or the day before New Year's Day, due to the "interference with the proper conduct of division functions", shall be entitled to take the one-half day personal leave at another time.

30.4 Personal leave shall not be carried over from year to year.

30.5 Grievances arising out of this provision shall be filed with the Office of Labor Relations. A hearing and decision shall be rendered within twenty-four (24) hours of the receipt of such grievance.

30.6 Employees originally appointed prior to March 30 shall be entitled to twenty-eight hours of personal leave as provided in this Article.

Employees originally appointed between April 1 and prior to June 30 shall be entitled to twenty-one hours of personal leave as provided in this Article.

Employees originally appointed between July 1 and prior to September 30 shall be entitled to fourteen hours of personal leave as provided in this Article.

Employees originally appointed between October 1 and prior to December 31 shall be entitled to seven hours of personal leave as provided in this Article.

Article XXXI
Evaluation Procedures

31.1 A joint committee composed of four (4) members, two (2) appointed by the State, and two (2) appointed by the President of the Union, will establish, implement, and monitor a process by which employees and their supervisors discuss performance goals and evaluation with respect thereto.

31.2 The intent of the parties is to adopt existing models of employee evaluation forms to the department and to implement such process on or about July 2001.

31.3 The parties agree that the Budget Officer shall be able to utilize the Employee Evaluation for the purpose of selection for promotions, demotions, and other personnel actions as appropriate.

31.4 Forms or documents applicable to individual employees shall not be public records but shall be protected by the principle of confidentiality applicable to employee personnel records.

Article XXXII
Tuition Reimbursement

32.1 Employees with the bargaining unit under this program may apply to the cost of

tuition and required books reimbursed for approved courses taken at approved or accredited colleges or universities, which are job related or will enhance the capabilities of the Budget Office.

32.2 Effective July 1, 1996 tuition reimbursement shall be funded in an amount not to exceed \$5,000 per fiscal year. Unused funds shall not be carried from one year to another.

32.3 The Council member shall submit to Budget Officer or his designee an application for a course at least thirty (30) days prior to the commencement of the course. Notification of approval or disapproval shall be made to the individual within seven (7) days of the request. Explanation of any disapproval shall be provided to the individual and to the President of the Council.

32.4 Reimbursement for tuition and required books shall be provided to the individual upon submission of a paid bill (i.e., up front payment); provided, however, that the individual agrees, as part of their request, that if for any reason they do not complete the course or obtain a grade of at least a "B" or equivalent passing grade, they will forthwith reimburse the State for the payment it has made.

32.5 Course reimbursement shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Course reimbursement shall be made on the basis of State seniority.

Article XXXIII **Reorganization**

The Union recognizes the State's right to reorganize. The following parameters shall be followed by the Parties when a reorganization is necessitated by an Executive Order or legislation.

33.1 The State shall notify the President at least fifteen (15) calendar days in advance of notification to bargaining unit member of its intention to reorganize.

33.2 The Union and the State shall meet immediately to review and discuss the State's plan for such reorganization and proposed alternatives or changes. The Parties will attempt to develop a mutually acceptable procedure for dealing with bargaining unit members affected by the State's reorganization plan within thirty (30) days of the initial contact with the President of Council of Budget Personnel. If no agreement is reached, the reorganization plan will proceed pursuant to this Article 33. The Union cannot grieve the inability of the Parties to agree to a reorganization plan.

33.3 That plan shall include a thirty (30) day notification to the affected employees.

33.4 Affected employees shall be given the right to bid on new assignments by primary seniority.

33.5 Affected employees who have no available assignments within their classification will be offered vacant positions which the State intends to fill and which have been posted by state seniority in other classifications which they are qualified and able to fill, including positions of equal pay and positions in lower classes without loss of pay.

33.6 Any employees affected by reorganization who do not exercise seniority to fill any such available comparable assignment or vacancy without loss of pay will be allowed to bump the least senior employee not directly involved in the reorganization in classification within the bargaining unit. If the employee cannot bump the least senior employee in class, the employee will bump the least senior employee in any class, in the bargaining unit, which such employee is qualified and able to fill. The employee bumped shall take whatever comparable

assignment or vacancy is available without loss of pay, by state seniority. The rights of the bumping employee and of the bumpee shall be to a position in an equal or lower class, but not in a higher class.

33.7 In cases where an entire operation is moved from one location to another, all affected employees will be redeployed.

33.8 In the event that the number of employees affected by reorganization exceeds the number of available assignments or vacancies, any layoffs will be governed by Article 9.

33.9 Assignment of bargaining unit work: No grievance shall be filed or supported by the Union alleging that bargaining unit work previously performed within a Council of Budget Personnel bargaining unit has been assigned outside of such bargaining unit pursuant to the implementation of a reorganization, unless it is in conjunction with a request for a union representation issue as a result of such reorganization. Such grievance would be held in abeyance by the Parties until an official decision is issued by the Labor Board or the inter union dispute is resolved through an alternative dispute resolution procedure. In no event shall the Union seek nullification of the reorganization as a remedy for such grievance. This section shall be operative only with regard to labor organizations whose collective bargaining agreements contain similar language.

33.10 Reclassification of existing bargaining unit classifications must be done through negotiations between the parties.

ARTICLE XXXIV **Study Group**

34.1 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 XXXV
Parity

35.1 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 XXXVI
Termination of Agreement

36.1 This Agreement is to be effective from July 1, 2008 and it shall remain in effect until June 30, 2012.

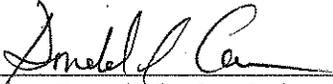
This Agreement shall be automatically renewed from year to year after the 30th day of June, 2012, unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination to the other party.

36.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the expiration date.

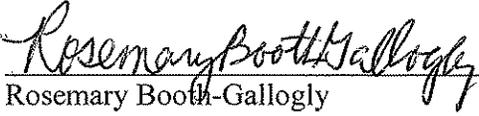
36.3 In witness whereof, the Parties hereto have set their hands this ____ day of

_____, 2010.

FOR THE STATE OF RI:

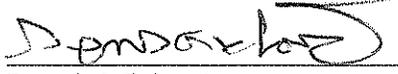


Governor Donald L. Carcieri



Rosemary Booth-Gallogly
Director of Administration

FOR THE COUNCIL:



Dennis Michaud
President

MEMORANDUM OF AGREEMENT

“List B” Notices

By execution of this agreement, the State hereby rescinds the notices dated 11/5/07 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.

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

9/22/09

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into by and between the State of Rhode Island and the Council of Budget Personnel.

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, there exists a dispute between the Unions and the State in which the Unions contest the legal and contractual authority of the State to implement Executive Order 09-20, and in which the State denies the alleged lack of authority in this regard; and

WHEREAS, without in any way conceding their respective positions, the parties hereto are desirous of avoiding the extensive and costly litigation that would ensue if a resolution is not reached, and are further desirous of implementing a plan to avoid shutdowns and/or layoffs of employees and to resolve the dispute between the parties in an amicable fashion, and to facilitate more harmonious and cooperative relationships between the State, the Unions and employees.

NOW THEREFORE, in the best interests of the parties and to avoid an interruption of State services to the citizenry, on this 23rd day of September, 2009, it is hereby agreed by and between the State of Rhode Island and the Council of Budget Personnel 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 jointly cause the terms of this Memorandum of Agreement to be reduced to a consent decree and jointly request approval and entry of that decree(s) in the Supreme Court action entitled Council 94, et al. vs. Carcieri et al., Case Nos. _____ (Union/Case Nos.). The Unions will formally withdraw any and all grievances filed directly or indirectly related to EO-09-20 with prejudice. The parties also agree that the consent decree will include language that indicates that the parties agree that the consent decree 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 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 2010 as designated below:

	Pay Period	Paycheck
1	9/27/09-10/10/09	10/16/09
2	10/25/09-11/7/09	11/13/09
3	11/22/09-12/5/09	12/11/09
4	12/20/09-1/2/10	1/8/10
5	1/17/10-1/30/10	2/5/10
6	2/28/10-3/13/10	3/19/10
7	3/28/10-4/10/10	4/16/10
8	4/25/10-5/8/10	5/14/10

Employees so affected will be entitled to accrue one and one quarter (1.25) additional days of paid leave (for a maximum of 10.0 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 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 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 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 2011 as designated below:

	Pay Period	Paycheck
1	1/2/2011-1/15/2011	1/21/2011
2	1/30/2011-2/12/2011	2/18/2011
3	2/27/2011-3/12/2011	3/18/2011
4	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 of paid leave (for a maximum of five (5) 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 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. 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 be 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 between programs under his/her authority and/or, with the approval of the Director of Administration, transfer an 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 to 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 abolishment, 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 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 will be 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 October ^{1st} 2009 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:



