

AGREEMENT BETWEEN

THE STATE OF RHODE ISLAND

and

ASSOCIATION OF DEPARTMENT

of

ADMINISTRATION SUPERVISORS

EE-3161

2008-2012

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MEMORANDUM OF AGREEMENT

In this Agreement entered into this 20th day of June, 2008 by and between the State of Rhode Island, hereinafter referred to as the State and the Association of Department of Administration Supervisors, referred to hereinafter 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 1 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 those classes of positions declared appropriate by the State Labor Relations Board as a result of a petition submitted by the Union in Case No. EE-3161.

ARTICLE 2 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, age, physical handicap, country of ancestral origin, marital status, sexual orientation, or political affiliation.

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

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

2.4 The State and the Union agree to establish a committee consisting of representatives from both sides to continue to explore affirmative employment action and, if possible, to enter into a Letter of Understanding.

2.5 Nothing in this Agreement shall be construed so as to prevent compliance with any

obligation imposed by the Americans With Disabilities Act of 1990.

ARTICLE 3

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 unit.

3.2 In the bargaining unit 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 all new employees within the bargaining unit who become eligible for membership in the Union. Said notice shall be given monthly and shall include the employee's name, address, date of hire, classification, work assignment, and location.

ARTICLE 4

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 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 the 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 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 5

HOURS OF WORK

5.1 It is hereby agreed that there shall be three basic workweeks as follows:

- 1) A 35 hour workweek (5 consecutive days of 7 consecutive hours), exclusive of unpaid lunch periods.
- 2) A 40 hour workweek (5 consecutive days of 8 consecutive hours each), exclusive of unpaid lunch periods.
- 3) A non-standard workweek (5 consecutive days of at least 7 consecutive hours each), exclusive of unpaid lunch periods.

Basic workweeks which include Saturday or Sunday or both Saturday and Sunday will be limited to new or vacant positions. If the number of bidders is insufficient to fill such positions, involuntary change in scheduled work hours will be subject to the provisions of Section 5.2 of this Article.

5.2 It is recognized that there exists other work schedules peculiar to certain classes of positions, which are recognized by the State and the Union, and such exceptions shall remain in full force and effect. In the event it becomes necessary to change the scheduled work hours in any area, the State shall notify the Union's Executive Director, and the parties hereto shall make every effort to agree mutually on the hours for such schedules and fix the hours subject to the grievance procedure and arbitration provisions of this Agreement. In the event that a new schedule for hours of work is agreed upon, that schedule shall be posted and bid upon in accordance with the seniority provisions of this Agreement. If the hours are not agreed to, then the issue shall be submitted to expedited arbitration.

5.3 Employees shall be granted a fifteen minute break during the first half and the second half of their workday. 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 Shift hours, upon being scheduled will be posted. Wherever time clocks are used in any bargaining unit, they must be used by all personnel in a classification within a bargaining unit or no one.

5.5 No employee who has performed work before or after scheduled shift hours will have the right or will be required by the State, by reason thereof, to take time off to equalize their working hours.

5.6 It is agreed that when an employee is called to work a shift other than their own, they will be permitted to complete the shift period, unless they are informed prior to the beginning of the shift that they are only needed for a stated number of hours.

5.7 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) hours pay at their overtime rate.

ARTICLE 6

SHIFT DIFFERENTIAL

6.1 The "evening tour of duty" shall mean those hours worked between the hours of 3:00 p.m. and 12 midnight. The "night tour of duty" shall mean those hours worked between the hours of 11:00 p.m. and 8:00 a.m.

6.2 All employees who are permanently assigned to work sixteen (16) or more hours of a forty (40) hour workweek or fourteen (14) or more hours of a thirty-five (35) hour workweek during the "evening tour of duty" or during the "night tour of duty" shall be compensated an additional fifty (50) cents an hour over the rate prescribed for the classification in which their work is performed for all hours of the workweek. Shift differential shall be increased by five (5) cents per hour effective the first pay period in February 2001 with an additional five (5) cent increase effective the first pay period in July, 2002 and July, 2003.

6.3 Any full-time employee who is assigned to work during the "evening tour of duty" or the "night tour of duty" for less than sixteen (16) hours or fourteen (14) hours mentioned in Section 9.2 of this Article shall be compensated for the hours actually worked at the rate of shift differential provided herein.

Any employee assigned to the first shift and required to work on the second shift, in addition to working their daily assigned work shift, shall be compensated for the hours worked on the second shift at the rate of time and one-half their normal hourly rate without regard to any added shift differential pay.

Any employee assigned to the day schedule, who is required to change that schedule to work an evening tour of duty in place of that employee's regularly scheduled hours, shall receive shift differential pay for such evening or night tour of duty hours actually worked.

Employees whose scheduled hours are between 7:00 a.m. and 4:30 p.m. shall not receive shift differential pay for any of those scheduled hours of work.

Any employee who normally works an assigned "evening tour of duty", who is requested to work the day shift following the completion of their "evening tour of duty" will be compensated for those additional hours of work assigned by receiving time and one-half for those additional hours worked at the employee's base rate of pay, if overtime payment requirements have been met.

ARTICLE 7

OVERTIME

7.1 It is agreed that when it becomes necessary for the efficient conduct of the business of the State, an appointing authority may direct or authorize overtime work.

7.2 Overtime work shall be defined as the required performance of work in excess of the established workweek.

7.3 Compensation for overtime work shall not be paid to employees in the non-standard category.

7.4 Time and one-half shall be paid in each or any of the following instances and each instance shall not be dependent on any other instance, but there shall be no pyramiding or duplication of overtime.

All work performed in excess of forty (40) hours and in those classes of positions in which it is applicable, all work performed in excess of thirty-five (35) hours in any week with the following exception. When funds become unavailable within the department to pay cash for work performed after thirty-five (35) hours, compensatory time shall be credited at the rate of one and one-half times.

7.5 Overtime work is to be made a matter of record and distributed fairly and equitably among employees capable of performing the work of their respective division and class of position. A record of overtime work will be furnished the Union at its request.

7.6 Hours credited for holidays shall be considered as time worked for the purpose of computing overtime.

7.7 An employee offered overtime will be excused at their request provided authorized personnel are available and willing to meet the need and shall not be offered it again until their name comes up again in the seniority rotation.

ARTICLE 8 SALARY SCHEDULE

8.1 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 wage increase of 3% effective July 1, 2010.
- C. There shall be an across-the-board wage increase of 3% effective July 1, 2011.

8.2 An employee shall receive a one-step increase after six (6) months of service, which shall be one-hundred thirty days worked, and after each year of service thereafter in their classification until they have reached the maximum of their grade.

8.3 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 %

8.4 Educational Incentive Pay

- A) 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 increment next above their 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.
- B) Persons employed prior to July 1, 2001 may retain said increment but shall be eligible for only one such increment under the Incentive In-Service Training Program during the course of their employment with the State.
- C) Persons first employed on or after July 1, 2001 shall be eligible to earn an unlimited number of additional increments during their careers, subject to the

following:

- 1) Each earned increment shall be retained for not more than four (4) years;
 - 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.
- D) A person employed prior to July 1, 2001 may become eligible for multiple increment payments by submitting to the DOA's Office of Training and Development a written form giving up the career increment retention under the paragraph B).

8.5 When an employee is required in writing by the appointing authority or their designee to work in a higher class of position for a period of more than three 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 step over their present rate retroactive to the first day of such assignment. Written authorization or direction to an employee to work in a higher class of position shall be given to the employee within twenty-four hours of said direction, and an employee may refuse such assignment if said employee does not receive such written notice or authorization.

8.6 Employees who work at least sixteen hours a week shall be entitled to fringe benefits on a pro-rata basis in accordance with the present practice.

8.7 The classes of position in the unit are assigned to the pay grades presented in Appendix A.

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

ARTICLE 9 HOLIDAYS

9.1 The following shall constitute the official holidays:

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Independence Day
Victory Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Any day on which a general election of State officials is held as Election Day.

Any day which shall be appointed by the General Assembly or the Governor to be a holiday.

If during the term of this contract, the General Assembly should abolish one of the holidays listed above, the employees covered by this contract shall be given an additional personal leave day. Said personal leave day is to be used in accordance with the provisions of the contract for the use of personal leave days.

In the event that the legislature establishes a new legal holiday after having abolished any one of the listed holidays above, the additional personal leave day granted when such holiday was abolished may be withdrawn. In the event that the legislature establishes a new holiday(s) without abolishing holidays listed above, such establishment will not reduce the personal leave provisions listed in this contract.

9.2 If a holiday falls on a regularly scheduled workday, the employee will be entitled to the day off and shall be credited with the number of hours in the official work schedule for that day.

9.3 Whenever an employee in a standard workweek (35 hours or 40 hours weekly) or non-standard employee is required to work on a holiday which falls on their regularly scheduled work day, they shall be credited with the number of hours in their official work schedule for that day, plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of one and one-half times. This provision as it applies to non-standard employees shall be effective upon ratification of the contract.

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

9.5 Whenever an employee in a standard workweek (35 hours or 40 hours weekly) is required to work on a holiday which falls on a regularly scheduled days off, they shall be credited with the number of hours actually worked. The hours actually worked shall be compensated at the rate of one and one-half times. When a non-standard employee is required to work on a holiday which falls on a regularly scheduled day off, they shall be compensated for an additional seven (7) hours at their base hourly pay rate.

9.6 If a holiday falls on a regularly scheduled workday within an employee's vacation period, the employee shall not be charged annual leave for their absence on that date.

ARTICLE 10

VACATIONS

10.1 It is agreed that all employees covered by this Agreement shall receive vacation leave with pay according to the schedules below.

Up Front Days

On January 1st of each year, employees shall be credited with certain vacation days that shall be designated as "Up Front Days" according to the following schedule:

Employees with 6 months to 10 years	2 days
Employees with 10 years to 20 years	4 days
Employees with 20 years and over	9 days

Vacation Accrual

In addition to Up Front Days, employees shall accrue vacation leave based on the following schedule:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Total Days Annually Accrued</u>
0 to 5 years	.0308	8
5 to 10 years	.0500	13
10 to 15 years	.0538	14
15 to 20 years	.0615	16
20 to 25 years	.0654	17
over 25 years	.0731	19

Summary Vacation Schedule

<u>Years of Service</u>	<u>Up Front Days</u>	<u>Accrual Days</u>	<u>Total</u>
At least 6 months but not more than 5 years	2	8	10
At least 5 years but not more than 10 years.	2	13	15
At least 10 years but not more than 15 years	4	14	18
At least 15 years but not more than 20 years	4	16	20
At least 20 years but not more than 25 years	9	17	26
Twenty-five years or more	9	19	28

10.2 No employee shall receive any vacation until such employee has completed thirteen (13) bi-weekly pay periods, but vacation shall accrue during such time.

10.3 When an employee reaches the required number of years of service which would increase their 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 their total of earned vacation credits. The balance of any increase shall be sought to accrual.

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

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

10.6 Each employee shall be allowed to take at least two (2) consecutive weeks of vacation at some time during the calendar year.

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

10.8 Employees may be allowed to carry over from one year to another not more than the vacation time accrued and credited in two years. Provided, however, an employee shall only be allowed to be paid for one year of accrual under Article 10.4.

ARTICLE 11

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 illness or death in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill, subject to the provisions of Section 5.0623 of the Personnel Rules in effect at this time. The definition of "Immediate Family" for the purpose of sick leave and bereavement leave, 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.

11.2 Employees shall accrue sick leave as provided by the State Personnel Rules in effect as of the date of this contract.

11.3 When the total accumulation shall amount to 875 hours (125 days) for an employee assigned to a thirty-five hour schedule or a non-standard schedule and 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.

11.4 When the service of an employee shall be terminated by retirement (mandatory, voluntary, or involuntary) or death, such employee or their estate shall be entitled to receive full pay for each hour of accrued sick leave to their credit as of the date of termination

according to the following formula:

A 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 40-hour a week employee shall be entitled to receive a 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.

11.5 The appointing authority, pursuant to RIGL 36-4-63, shall require a physician's certificate or other satisfactory evidence in support of any request for sick leave with pay after the employee has discharged three (3) consecutive sick days in a calendar year.

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.

If additional bereavement leave is needed, such additional time must be charged to annual or personal leave. Sick leave requests must be made in accordance with this Article.

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 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 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 the 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 has been granted sick leave from their duties and is receiving compensation as provided in the Worker's Compensation Laws, 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 recognize the desirability of light duty assignments as a means of returning injured workers to productive employment.

The director of the Department of Administration and/or designee in agreement with the Union shall define and assign transitional employment for employees who have job related injuries or illness 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 their 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 their 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 contract and the Worker's 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 their classification, the appointing authority, subject to the needs of the department may modify the tasks of the employees' normal assignment to enable the employee to return to work.

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

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 six members, three (3) of whom shall be appointed by the President of the Union and three (3) 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 12

PERSONAL BUSINESS LEAVE

12.1 The State shall allow each employee a maximum of thirty-two (32) hours or the equivalent of four (4) working days leave with pay, per calendar year, to be used for personal business and/or religious observance.

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

12.3 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 and shall be entitled to take the personal leave at another time.

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

12.5 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.

12.6 Employees originally appointed prior to March 31st shall be entitled to four (4) personal leave days as provided in this Article.

Employees originally appointed between April 1st and June 30th shall be entitled to three (3) personal leave days as provided in this Article.

Employees originally appointed between July 1st and prior to September 30th shall be entitled to two (2) personal leave day as provided in this Article.

Employees originally appointed after September 30th shall be entitled to one (1) personal leave day as provided in this Article.

ARTICLE 13

LEAVE WITHOUT PAY

13.1 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.

13.2 At the expiration of such leave, the employee shall be returned to the position from which they are on leave at the same step of the then current range for their class of position.

13.3 All employees who transfer to a different class or are promoted will be entitled a leave of absence from their previous positions for six (6) months.

ARTICLE 14

HEALTH AND MEDICAL

14.1 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.

14.2 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 October 1, 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);

14.3 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>FY08</u>
Individual Under \$75,000	12%
Individual \$75,000 and over	15%
Family Under \$35,000	8%
Family \$35,000 to under \$75,000	12%
Family \$75,000 and over	15%

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.

14.4 The employee waiver shall be \$2,002. Effective July 1, 2011, the employee waiver shall be reduced by 50% to \$1,001.

14.5 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 as follows:

<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
\$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 following change shall be in effect:

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

14.6 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 14.3 above.

14.7 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%.

14.8 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. The enrollment deadline for plan year covering July 1, 2008 through June 30, 2009 shall be extended to July 18, 2008.

14.9 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, preventative 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 15 INCLEMENT WEATHER / EMERGENCIES

15.1 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:

- 1) The Department of Administration shall determine the designated starting time of the emergency.
- 2) 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.
- 3) 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.
- 4) Deletion of the prior language in Article 8 shall not negate the practice of granting time off for annual outings.

ARTICLE 16

SENIORITY, HIRING, AND LAYOFFS

16.1 It is hereby agreed that the parties hereto recognize seniority within a class of position within a division in all cases of transfer, days off, vacation time, holiday time, layoffs, and recalls.

16.2 The parties agree to recognize seniority as defined in the following manner:
Primary Seniority is the length of service within a class of position.
Secondary Seniority is the length of service in which an employee has worked in the next lower rated position in the classification hierarchy.
State Seniority is the length of service in which an employee has worked for the State.

16.3 The appointing authority shall prepare and forward to the Union President a seniority list of employees by class of position and shall notify the Union of additions and deletions each month. Seniority lists shall be updated each six (6) months.

16.4 All new and vacant positions to which recruitment is to be initiated shall be posted on bulletin boards in all work areas within the bargaining units for a period of not less than seven (7) calendar days, and notice of such vacancies shall be sent to the Union Secretary at the time of posting. Employees who apply for such vacancies shall make a request in writing to the Central Business Office not later than three (3) days after the posting period has ended.

Any employee holding temporary or provisional status in a class for which they must take a civil service examination may be appointed from any list of eligibles certified by the State Division of Personnel for the class of position in which they are employed provided said employee is reachable on the list certified.

Where no list exists for certification, a real effort will be made to fill the vacancy from within the bargaining unit.

16.5 Primary seniority may be utilized by an employee who requests a lateral transfer in a vacant class of position, provided such primary seniority is greater than that of any employee who is eligible, seniority-wise on lists. An employee so transferred shall not be eligible to again be transferred in less than six (6) months. Transfers shall be in classification and division.

16.6 Employees performing work in the bargaining unit shall not be required to perform work in any agency outside of their career field classification, except in an emergency which is defined herein.

LAYOFFS:

16.7 Whenever the State decides on a layoff of persons covered by this Agreement, including a layoff due to job abolishment, such layoff must be reviewed and approved by the Director of Administration. All such layoffs shall be managed by the Office of Personnel Administration. Notification to the President of the Association will be sent fifteen (15) calendar days prior to sending any layoff notice. The following rules will apply to selection for layoff, bumping, and recall:

- A) "Seniority" under these rules always means state seniority.
- B) Two weeks notice of layoff shall be given to any employee so affected.
- C) The least senior employee in a class selected for layoff in the department, division, or bargaining unit will be identified for a layoff.
- D) Bumping rights hereunder apply to an equal or lower class, but not to a higher class.

16.8 Any employee who receives notice of a layoff shall have the right to accept the layoff and be placed on the recall list, or to exercise the following bumping rights:

- A) Initial Layoff Notice Plus:
There will be a maximum of three (3) bumps following the least senior employee in a class in the department, division, or bargaining unit being identified for layoff.
- B) Priority in Bumping:
FIRST BUMP: Employees will have the right to bump the least senior employee in any class an employee chooses, including their own, for which such employee is qualified and able to perform in the bargaining unit. The employee so bumped will be required to accept a vacancy within the same class in the bargaining unit, if available.
SECOND BUMP: If no such vacancy is available, that employee will also have the right to bump the least senior employee in any class for which such employee is qualified and able to perform in the bargaining unit. The employee so bumped will be required to accept a vacancy within the same class in the bargaining unit, if available.
THIRD AND FINAL BUMP: The final bumpee in any bumping series will be the least senior (by state seniority) employee covered by the contract in the bargaining unit, in a position which the bumping employee is qualified and able to perform such work. The employee so bumped will be laid off and placed on the recall list unless there is a vacancy in such class, in which case the employee will be placed in such vacancy.

16.9 Special Provisions:

- A) Employees will bring their current status with them into whatever classification they are eligible to bump. Employees who do not have permanent status, and who bump into a different classification will be required to serve a ninety (90) day probationary period.
- B) If an employee successfully completes this probationary period, the examination will be waived to the extent permitted by law.
- C) If an employee fails a probationary period, such failure may be grieved by the

Union. Absent mutual agreement between the employer, the Union, and the employee, the employee must serve at least sixty (60) days of the ninety (90) day probationary period, the State will have the option of offering to place such employee in any vacant position which the State deems available and appropriate for such employee in an equal or lower class, which vacancy has been posted. The failure to offer any such vacancy shall not be subject to the grievance and arbitration procedure. If the State makes an offer which is accepted by such employee, with the consent of the Union, the failure of the State to offer such vacancy to any other employee shall not be subject to the grievance and arbitration procedure.

D) Vacancies so filled in accordance with this Article, which have not been previously posted, will be posted on a closed bid for lateral transfers within the bargaining unit only using primary seniority. Such closed bids will be made within ninety (90) days.

E) If the least senior employee in any classification in the bargaining unit is a part-time employee working fewer than 35 hours per week, the bumping full-time employee may pass such person and bump the least senior full-time employee in the same classification.

F) Employees covered by RIGL 36-4-59, 36-5-7, or 36-5-8 who have their position eliminated will retain the right to remain in State service in a comparable position with no reduction in salary or status. The State will offer alternative assignments if available. If the employee chooses not to accept such assignments, the employee will be subject to the same bumping rules as listed under this section, without loss of salary or status.

16.10 Recall Rights

A) Employees affected by a layoff action including employees who bumped, will be placed on an appropriate recall list and shall be recalled in order of state seniority.

B) An employee will have recall rights to a position in the same class in the bargaining unit which management intends to fill, from which the employee was laid off and exercised bumping rights. Any employee who refuses a recall to an unrestricted position will be removed from the recall list.

C) In addition, an employee who has been actually laid off and is on the recall list will have recall rights to any other position in the bargaining unit for which such employee is qualified and able to perform, in an equal or lower class, provided such employee has indicated in advance a desire and willingness for the job in "parameters" established at time of layoff, and subject to completion of a ninety (90) day probationary period in the manner specified in subsection 5 in any class employee has never had permanent status, with recourse to expedited arbitration. An employee who refuses three (3) recall offers to unrestricted positions shall forfeit all recall rights.

D) No appointment may be made to any position covered by this contract in a class affected by a layoff set forth in the preceding paragraphs while an employee who has been laid off is available for recall and remains on the recall list.

E) The parties agree to make expedited arbitration without going through grievance procedure, the exclusive procedure for resolving disputes over layoff, bumping, and recall.

16.11 Employees appointed from employment or promotional lists shall serve a probationary period of six (6) months, (130 days worked) during which time, the appointing authority shall report to the Personnel Administrator every sixty (60) days concerning the

work of the employee; and at the expiration of the probationary period, unless the appointing authority files with the Personnel Administrator a statement in writing that the services of the employee during the probationary period have not been satisfactory and that it is desired that they not be continued in the service, they shall receive permanent status in their classification. Each new employee not appointed from a list shall be considered a temporary employee and also shall serve a probationary period of six (6) months.

16.12 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. It is intended that "probationary period" in the above sentence shall mean the original probation and shall not apply to the probationary period served after a promotional appointment.

16.13 All new and vacant positions shall be filled within three (3) pay periods after the bidding procedure is completed and an employee has been selected for the position in question.

16.14 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 their employment;
- C) When an employee fails to respond to a recall notice;
- D) When an employee fails to notify their departmental director of an 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.

16.15 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.

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

B) 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 the Association. If no agreement is reached, the reorganization plan will proceed pursuant to this Article. The Union cannot grieve the inability of the parties to agree to a reorganization plan.

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

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

E) Affected employees who have no available assignments within their classification will be offered vacant positions by state seniority which the State intends to fill and which have been posted 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.

F) 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.

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

H) 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 the provisions in this Article.

I) Assignment of bargaining unit work: No grievance shall be filed or supported by the Union alleging that bargaining unit work previously performed within the 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.

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

K) Any changes in shifts and/or days off only shall not constitute a reorganization under this Article and must be done under Article 5 of this Agreement.

ARTICLE 17

RECLASSIFICATION AND/OR UPGRADING

17.1 During the term of this Agreement, any employee who believes their 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, or any employee whose duties have been significantly changed to reflect duties required of a higher classification, may appeal for reclassification or upgrading to that position in the following manner:

A) Make a request in writing for a desk audit to the Personnel Officer or other appropriate official within the agency. The employee shall be furnished with a questionnaire within five (5) working days of said request.

B) Within five (5) working days, upon receipt of the completed questionnaire the employee's immediate supervisor and department director shall forward said questionnaire to the Division of Personnel, Classification Section, for study. The Department director or designee shall then notify the employee and the Union that documents were sent to Personnel.

C) Within sixty (60) working days after receipt of said questionnaire, the Personnel Division shall issue a finding relative to the merits of the employee's claim. The report will be in writing, and it will set forth specific reasons for approval or denial. A copy of this report will be forwarded to the employee and the Union.

D) If the appeal is granted, it shall be implemented in accordance with the provision of Merit System Law and Personnel Rule 2.015 as of the date of this contract:

"When an employee holds permanent status, or is serving a probationary period in a class of position, and the position is reallocated to a different class of position, the Personnel Administrator may approve their employment in said different class if their name appears in a current list deemed appropriate by the Personnel Administrator, or if he passes an open competitive examination of the same degree of difficulty as an open competitive examination for said different class of position; otherwise, the employee may be employed in the said different class of position only with temporary status, subject to the provisions of the Act and Rules."

If an employee's position is reallocated from a standard to a non-standard classification, and the overtime payment to be repaid exceed the amount of retroactive pay resulting from the reallocation, then for pay purposes, the reallocation shall be prospective only and the employee shall neither be paid retroactively nor obligated to repay overtime payments received.

E) If the appeal of the employee is denied by the Personnel Division, then the employee may appeal to the Director of Administration or designee, who shall conduct a hearing with the employee within ten (10) working days of the request for an appeal by the employee. The Director of Administration or said designee shall render a decision in writing containing specific reasons for approval or denial within ten (10) working days of the hearing. Copies will be sent to the employee and the Union.

F) If the appeal is denied by the Director of Administration, the employee may appeal to the State Personnel Appeal Board. The decision of the Personnel Appeal Board shall be final and binding.

G) If the appeal of the employee is granted, the employee will be paid retroactively to the date of filing.

H) The State agrees that work will not be reassigned for the purpose of avoiding reclassification or upgrading during a reclassification or upgrading appeal.

I) In the event the employee is in fact working out of classification, or their job is determined to be in need of an upgrading, the State may exercise one of two options:

1. The employee should be reallocated to the position that best represents the duties performed by the employee, or;
2. Inform the employee they are not to perform any duties other than those required of the class of specifications for said position.

ARTICLE 18 RETIREMENT

18.1 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 as of the date of this contract for the administration and transaction of the business of the Retirement System.

ARTICLE 19 GROUP LIFE INSURANCE

19.1 It is agreed that all employees shall be eligible to participate in the State Employees' Group Life Insurance Program, as established by R.I.G.L. 36-12-6.

19.2 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 they desire not to be insured.

B) Each covered employee will be provided with an amount of group life insurance equal to the amount of their annual compensation taken 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 reaches twenty-five percent (25%) 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 their 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 20 EDUCATION REIMBURSEMENT

20.1 An educational benefit will be made available to all members of the bargaining unit in accordance with the following:

A) Tuition reimbursement shall be funded by the Department in an amount not to exceed \$6,500 per fiscal year. Any funds unused shall not be carried over from one fiscal year to another.

B) An Education Committee shall be established consisting of two (2) members from the State and two (2) members from the Union and said Committee shall appoint a fifth

member who shall be the chairperson. The Committee shall review all course requests and shall provide all policies and procedures for implementation of the tuition reimbursement program for undergraduate, graduate, and career programs.

C) Course disbursement 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 21

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 22. 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 six (6) months, if the employee has not committed any further infractions of appropriate rules and regulations, oral reprimands shall be removed from the employee's personnel record. After a period of one (1) 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 their personnel file and shall be permitted to respond thereto. The contents of an employee's personnel records shall be disclosed to the employee upon their request and shall also be disclosed to the employee's Union representative. Where appropriate, disciplinary action or measures shall include only the following:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge
5. Demotion

When disciplinary action is to be implemented from Step 2 on, the appointing authority shall 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 at Step 2 of Article 22.2 and such hearing shall be held no later than three (3) days after the Union's request.

ARTICLE 22

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 ten (10) days of the employee's and/or Union's knowledge of the occurrence of such grievance.

B) An aggrieved employee shall discuss their problem with their Union representative and immediate supervisor 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 (2) 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 within 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 the 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 their grievance without Union representation. If such grievance is processed without Union representation, the facts 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/her grievance through either the grievance procedure or before 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 file. No material derogatory to an employee's conduct, service, character or personality will be placed in said employee's personnel file, unless they have had an opportunity to review the material. Material, including references, obtained relative to an employee's initial appointment shall be considered confidential and not subject to review by the employee.

22.5 Sustained grievances will be implemented or the necessary paperwork to implement the decision will be initiated within five (5) working days after the receipt of the decision by the department.

ARTICLE 23

ARBITRATION

23.1 If a grievance is not settled under Article 22, 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 Only grievances arising out of the provisions of this Agreement relating to the application or interpretation thereof, may be submitted to arbitration.

23.4 All matters concerning changes in wage schedules, monetary fringe benefits or any other matters requiring 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.

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

23.6 Grievances involving suspension, discharge, or health and safety issues that the Union wishes to submit to arbitration must be submitted by the Union within ten (10) days of the rendering of the decision regarding such grievances by the designee of the Director of the Department of Administration. Such submissions to arbitration must be heard within four (4) months. The parties are not responsible for any delay beyond the four (4) months stipulated time frame if such delay is caused by the American Arbitration Association or its Arbitrators.

ARTICLE 24 LEGAL DEFENSE

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

ARTICLE 25 JURY LEAVE

25.1 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 their regular duties during the actual period of such jury duty and shall receive for such period of jury duty their regular pay or jury duty pay, whichever is greater.

25.2 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.

ARTICLE 26 MILITARY LEAVE

26.1 Every employee covered by this Agreement who has left or shall leave his/her 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 Rhode Island National Guard or Naval Reserve, when any of the foregoing units are called to active federal duty, or by reason of enlistment, induction, commission, or otherwise) 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 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.

26.2A For the first sixty (60) calendar days of such absence, each such employee Who have been employed for one-hundred eighty or more calendar days within the twelve months next preceding such entrance into the armed forces shall be paid by the State the difference between the employee's State salary and military base pay.

26.2B Employees who are called up to military duty in defense of our nation and mobilized in excess of sixty (60) days shall be paid the difference between the employee's State salary and military base pay for as long as the employee remains deployed on active duty. If the employee provides documentation of his/her military base pay rate, the State shall provide for payments under this Section on an on-going basis through direct deposit or other payment method. The employee shall notify the State at the conclusion of the period of mobilization, so that adjustments may be made to reflect actual military base pay received. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall cancel such payments.

26.3 In no case shall such employee receive more than the amount the employee would have received had the employee not been absent from his/her 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.

26.4 Employees on paid leave, described in paragraphs 26.2A and 26.2B above, shall accrue such sick leave and annual leave credits as they would have accrued while working in said position.

26.5 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.

26.6 At the conclusion of such military leave of absence, the employee shall be returned to his/her 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 return 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 27

MILITARY TRAINING LEAVE

27.1 Employees covered by this Agreement who, by reason of membership in the United States 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 (15) working days, they shall be granted leave without pay for this purpose.

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

27.3 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 employees beyond the training period required generally of the members of the respective armed service.

ARTICLE 28

UNION COMMUNICATION AND RIGHTS

28.1 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.

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

28.3 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.

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

28.5 Time for Union officials including implementation and accountability procedures for such time, can be subject for further contract negotiations. There will be no deadline for entering into such contract negotiations on this issue.

28.6 The provisions of this Contract regarding time off for union business for Union officials shall supersede all existing inconsistent memoranda, policies and orders.

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

ARTICLE 29

HEALTH AND SAFETY

29.1 The State shall make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of employees.

29.2 Each supervisor shall take prompt and appropriate action to correct any unsafe conditions or actions that are reported to or observed by them.

29.3 A safety committee shall be appointed composed of two (2) representatives selected by the Union and two (2) representatives 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. It may draw up a health and safety code to recommend to the State.

ARTICLE 30

LABOR MANAGEMENT COMMITTEE

30.1 During the term of this Agreement, the parties agree to meet concerning the overall administration of the Agreement, problems concerning the welfare of the Union and the State and other matters of import. The Union representatives shall be composed of the Union's President designee and appropriate officers. The State representatives shall be those members selected by the designee of the Director of the Department of Administration. The parties agreed to establish a committee "Fair Labor Standards Act Impact on Nonstandard Employees".

ARTICLE 31

NO STRIKES OR LOCKOUTS

31.1 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.

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

ARTICLE 32

SUB-CONTRACTING PROCEDURE

32.1 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:

32.2 The State agrees that upon considering sub-contracting of any work presently

performed by an employee which would have an adverse affect upon job security, wage rate, or classification status of any employee in the bargaining unit, it shall:

1) Notify the Union's President in writing of its intention six (6) months in advance of 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 official 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 that 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 regulation that 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 33 OVERPAYMENTS

33.1 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 prior to recovering the overpayment when an overpayment has occurred.

ARTICLE 34 MILEAGE PROVISIONS

34.1 When an employee is required by the employer to use his or her vehicle for official State business he/she will be paid mileage at the rate set by the federal General Services Administration. 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 35 SEVERABILITY

35.1 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 for such Article, Section or portion. The parties agree to use their best effort to contest any such loss of federal funds which may be threatened.

35.2 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 36 ALTERATION OF AGREEMENT

36.1 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 Agreements; each party waiving the right to bargaining collectively with each other with reference to any subject matter, issue or thing, whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

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

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

ARTICLE 37 STUDY GROUP

37.1 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 38

RETIREE HEALTH INSURANCE

38.1 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 39

PARITY

39.1 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 40

TERMINATION AND REOPENING OF AGREEMENT

40.1 This agreement shall be in force from July 1, 2008 through June 30, 2012.

40.2 This Agreement shall be automatically renewed from year to year thereafter, 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 not 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 of this Agreement to the other party. 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 designated termination date.

In witness whereof, the Parties hereto have set their hands this _____ day of _____, 2010.

For the State of Rhode Island

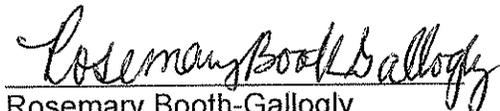
For the Association of Department of
Administration Supervisors



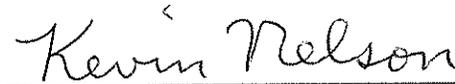
Governor Donald L. Carcieri



Gail McNamee, President



Rosemary Booth-Gallogly,
Director of Administration



Kevin Nelson, Vice President

APPENDIX A

<u>CLASS OF POSITION:</u>	<u>WORK WEEK</u>	<u>GRADE</u>
Assistant Building and Grounds Officer	35	24
Assistant Chief Distribution Officer	N/S	28
Assistant Supervisor Computer Operations	35	27
Building and Grounds Officer	35	28
Building Superintendent	40	18
Central Services Officer	N/S	30
Chief Distribution Officer	N/S	31
Chief Implementation Aide	N/S	28
Data Entry Unit Supervisor	35	21
Executive Director Contractors Registration Board	N/S	37
Federal Surplus Property Officer	N/S	26
Fiscal Management Officer	35	26
Investigative Auditor	N/S	33
Mgr Worker Compensation PG Adm	N/S	34
Principal Accounting POL & Meth Ana	35	28
Principal Environmental Planner	N/S	29
Principal Planner	35	29
Principal Program Analyst	N/S	28
Principal Property Management Officer	N/S	32
Principal Research Technician	35	27
Principal Revenue Agent	35	31
Principal Revenue Officer	35	27
Principal Systems Analyst	N/S	29
Programmer/Analyst III (ORACLE)	35	35
Programmer/Analyst III (SQL/UNIX)	35	35
Programmer/Analyst III (COBAL/CI)	35	35
Property Management Officer	35	26
Senior Building Construction Inspector	35	22
Senior Buyer (DOA/OP)	N/S	29
Senior Research Technician	35	23
Senior Revenue Agent	35	28
Senior Revenue Officer	35	24
ST Aid & Fin Specialist Municipal Affairs	35	32
Superintendent State Capitol Building	N/S	20
Supervising Accountant	N/S	31
Supervising Employee Relations Officer	N/S	28
Supervising Field Auditor	N/S	31
Supervising Inspector, Division of Purchases	N/S	24
Supervising Planner	N/S	31

Supervising Preaudit Clerk	35	21
Supervising Revenue Officer	35	31
Supervisor Central Mail Services (DOA)	35	16
Supervisor of Billings and Accounts Receivable	N/S	27
Supervisor, Local Government Asstis	35	33

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.

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 negotiable 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 forces 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 *Association of Department of Administration Supervisors.*

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 ____ day of September, 2009, it is hereby agreed by and between the State of Rhode Island and the _____ 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;

9/22/09

- 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.

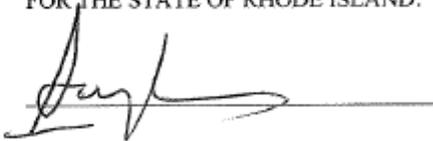
Ratification:

This Agreement is subject to (a) union membership ratification no later than October ____, 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:

