

AGREEMENT

BETWEEN

**THE STATE OF RHODE ISLAND AND
THE COMMUNITY COLLEGE OF
RHODE ISLAND**

AND

**EDUCATIONAL SUPPORT PROFESSIONAL
ASSOCIATION
COMMUNITY COLLEGE OF RHODE ISLAND
NATIONAL EDUCATION ASSOCIATION
RHODE ISLAND**

July 1, 2008-June 30, 2012

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PREAMBLE

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

ARTICLE I RECOGNITION

The State hereby recognizes the Association as the sole and exclusive bargaining agent for all employees within the bargaining unit. The bargaining unit consists of those classes of position found appropriate as a result of the petition submitted in case number EE-3290.

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

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

ARTICLE II NON-DISCRIMINATION CLAUSE

The State and the Association agree not to discriminate in any way against any member of the bargaining unit with respect to the provisions of this Agreement on account of race, religion, creed, color, national origin, sex, age, marital status, physical handicap, political beliefs or affiliation, sexual preference, or membership in any lawful organization. All reference to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

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

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

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

In accordance with College policy, sexual harassment shall not be allowed and shall not be subject to the grievance and arbitration provisions of the Contract, but subject to grievance procedure contained within the College's Affirmative Action policies.

ARTICLE III DUES DEDUCTION AGENCY SHOP

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

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

The State Controller shall forward all deductions covered by this Agreement to the Treasurer of ESPA/NEA on a bi-weekly basis.

The State recognizes the Union's ability to increase dues lawfully and in accordance with its Constitution and By-Laws, and upon written representation by the Union that dues have been lawfully increased and in accordance with its Constitution and By-Laws, the State agrees to adjust the amount of dues deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law.

The appointing authority shall give written notice to the Treasurer and President of the Union of all new employees within the bargaining unit who become eligible for membership in the ESPA. Said notice shall be given monthly and shall include the employee's name, address, social security number, date of hire, classification, work assignment and location.

The Union shall indemnify and save the State harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the State in reliance upon the Union's representation that its dues have been lawfully increased and in accordance with the Union's Constitution and By-Laws or for the purpose of complying with any of the provisions of this Article.

**ARTICLE IV
RIGHTS OF THE ASSOCIATION**

- A. Designated Association members and/or officers shall be granted reasonable time off with pay during working hours to investigate and seek to settle grievances. In addition, time with pay shall be granted to attend hearings and to attend other meetings and conferences with State officials on contract negotiations.

Such time shall be granted with prior approval of the appropriate supervisor, and such approval shall not be unreasonably withheld. It is understood that full accountability for such paid leave is a legitimate management concern

In class action/group grievances only one (1) of the grievants and the appropriate employee representatives shall be in pay status. Class action/group grievances are defined and limited to those grievances which cover more than one (1) employee within the bargaining unit and which involve the same or substantially similar facts for the grievance involved.

- B. No association steward or committee member or representative shall be discriminated against as a result of performance of Association business.
- C. The Association shall furnish the State and College with a written list of its officers immediately after their designation and shall promptly notify the State and College of any change in such officers.
- D. Association representatives will be permitted to visit Association officers and committee members on State premises for the purpose of discussing Association business.
- E. The Association shall have the right to use the College Central Main System for communications, subject to College policy. The Association will be assigned reasonable bulletin boards for the exclusive use of the Union on all campuses of the College.
- F. Nothing contained herein shall be construed to deny or restrict any employee rights he may have under the General Laws of the State of Rhode Island or other applicable laws and regulations.
- G. The State recognizes the Association's right to have access to information relative to budget, staffing projections as they pertain to this unit, names and addresses and salaries of all employees in the bargaining unit and agenda of all open Board of Governors meetings. Where material is normally available to the public, the Association will utilize the same avenues of acquisition as the public. It is understood that this shall not be construed to require the Community College to compile information and statistics that are not readily available. Upon written

- H. The President of the College, the Personnel Director or the Labor Relations Administrator may meet with the President of the Association upon request at a mutually convenient time.
- I. It is hereby agreed that a representative appointed by the President of the Association may be included on all search and screening committees for Chief College Administrator.
- J. An employee shall have the right to talk with a Union representative concerning Union business during working hours free from employer domination or interference.

**ARTICLE V
CONDITIONS OF EMPLOYMENT**

A. Health, Safety and Welfare

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

1. Conditions

- a. If the temperature in any area is such to negate the employee's ability to function adequately for period of more than ninety consecutive minutes, the employee will be assigned to an area for the remainder of the work day, if available, where the temperature is appropriate to enable the employee to function adequately. If no such area is available, the employee will have the option to:
 - 1. remain in the affected area, or;
 - 2. take leave without pay for the remainder of the work day, or; take vacation or personal leave for the remainder of the work day.
- b. In the event of a bomb scare, the building will be evacuated, searched and declared safe by trained personnel before employees are required to return to work.
- c. In the event of a power outage that exceeds ninety consecutive minutes in an affected area, the employee will have the option to:
 - 1. remain in the affected area, or;
 - 2. take leave without pay for the remainder of the work day, or;

3. take vacation or personal leave for the remainder of the work day, or;
4. move to an unaffected area.

B. Safety Committee

The Union President or their designee shall be appointed to the College Safety and Environment Committee.

C. Miscellaneous Working Conditions

1. The State shall provide and alter uniforms for those employees who are required to wear them in accordance with present practice.
2. No employee shall be required to perform personal services for supervisors such as serving coffee, shopping, etc.
3. The College Administration shares the Association's concern that work performed for personal gain shall not be conducted during normal working hours or involve the use of College facilities, except in accordance with College Policy (June 6, 1983). Members of the bargaining unit who question the propriety of a specific work assignment may refer the question to the appropriate department chairman or supervisor for a decision.
4. Any employee, whose salary is allocated from "soft" funds, either directly or indirectly, shall be entitled to all the rights of the Contract.
5. All employees will be provided with identification cards by the College at no cost.
6. All privileges and benefits which employees have hitherto enjoyed shall be maintained and continued by the State and College for the term of this Agreement.
7. The College shall provide a pair of shoes to each security department employee, and shall replace shoes on an as needed basis not to exceed one (1) pair per year.

**ARTICLE VI
WORK DAY AND WORK WEEK**

- A. It is hereby agreed that there shall be four (4) basic work weeks as follows:
- 1.a. A thirty-five (35) hour work week (five [5] consecutive days of seven [7] consecutive hours), Monday through Friday, exclusive of unpaid lunch periods.
 - 1.b. A forty (40) hour work week (five [5] consecutive days of eight [8] consecutive hours), Monday through Friday, exclusive of unpaid lunch periods.
 - 2.a. A non-standard work week of an average of at least thirty-five (35) hours per week, exclusive of unpaid lunch periods.
 - 2.b. A non-standard work week of an average of at least forty (40) hours per week, exclusive of unpaid lunch periods.
 3. Non-standard, non-exempt work week

Employees so classified by the Personnel Administrator who work more than forty (40) hours in a work week shall receive overtime pay at time and one half for all hours worked in excess of forty (40) hours. Employees so classified are listed in Appendix A. The number of hours in an employees' regular work week will not be increased as a consequence of this paragraph. Nothing in this agreement shall be construed to change existing work weeks.

B. Variable Work Week

1. It is recognized that there are work schedules other than the aforementioned, 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 President 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 seniority provisions of this Agreement.

- C. 1. Those classification/job titles in the bargaining unit that work a thirty-five (35) hour standard, non-standard or variable work week shall not be changed.

2. Those classifications that work a forty (40) hour standard, non-standard or variable work week shall not be changed.
3. Those classifications/job titles found newly appropriate to this bargaining unit which were heretofore forty (40) hours positions may be employed in a forty (40) hour week.
4. Those classifications/job titles found newly appropriate to this bargaining unit which were heretofore non-standard work week positions may be employed in a non-standard work week.

D. Part Time Employees

All part-time employees shall receive annual leave, personal leave, sick leave and fringe benefits in accordance with the following:

1. Employed twenty (20) hours-annual leave, personal leave and sick leave on a pro-rata basis, with full fringe benefits provided.
2. Employed sixteen (16) hours or less than twenty (20) hours per week – annual leave, personal leave and sick leave on a pro-rata basis, with fringe benefits provided in accordance with present practice.

E. Employees shall be granted a fifteen (15) minute coffee break during the first half and the second half of their work day. All employees shall be granted a meal period of not less than one-half (1/2) hour duration nor more than one (1) hour duration during each work day.

F. Shift hours, upon being scheduled, will be posted.

G. When an employee is required in writing by a supervisor out of the bargaining unit to work in a higher class of position for a period of more than three (3) consecutive working days, such employee shall receive the lowest salary rate of that higher class which will provide a pay increase of at least one (1) step over their present rate retroactive to the first day of such assignment. An employee may refuse such assignment if he does not receive such written authorization in accordance with present practice.

H. Employees assigned to a 'not less than twenty (20) pay period position' will report to work one week prior to the start of classes in September, which will constitute the official beginning of the 20 pay period work cycle. The furlough period will begin at the end of the 20 pay period cycle and continue for 6 pay periods.

1. The not less than twenty (20) pay periods shall be consecutive pay periods.¹

¹ Language added for the Memorandum of Agreement dated 10/25/05 (1-13)

2. Furlough shall be defined as the break in service between periods of employment for a not less than twenty (20) pay period employee.
3. The furloughed employee will retain the sick leave, personal leave and annual leave balances they had at the commencement of the furlough consistent with other provisions of the Agreement.
4. Furloughed employees shall not earn any leave accruals during the furlough period.
5. The furloughed employee will return to work with the same vacation scheduled they had at the end of the prior employment period.
6. An employee shall return to the same position held prior to the furlough.
7. The salary consideration date shall remain the same as it was when the employee was furloughed, i.e., an employee shall receive wage increments as if there were no break in service, except for probationary employment.
8. If the employee was serving a probationary period at the time they were furloughed, the probation will pick up where it left off at the time the furlough commenced.
9. Seniority shall continue to accrue as if there were no break in service.
10. An employee's medical benefits shall remain in effect during the furlough.²
11. A not less than twenty (20) pay period position which is full time shall be considered full time for purposes of tuition waiver, consistent with other provisions of the Agreement.
12. An employee in a not less than twenty (20) pay period position may only exert the seniority rights of Article 10D, Layoff, over other employees in not less than twenty (20) pay period positions.
13. The College after consultation with the Association may change a vacant position to an academic year position.

ARTICLE VII SALARY SCHEDULE

A. Wages

Pay Reduction

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

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

² Language change from #9 of the Memorandum of Agreement dated 10/25/85

payment for that one day in the fiscal year beginning July 2010 and until June 30, 2012. Any hours not discharged or paid as of June 30, 2012 will be lost.

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

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

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

1. There shall be an across-the-board base wage increase of 2.5 % effective July 1, 2009.
 2. There shall be an across-the-board wage increase of 3.0 % effective July 1, 2010.
 3. There shall be an across-the-board base wage increase of 3.0% effective July 1, 2011.
- B. In the event an employee is overpaid for any reason, the State shall provide documentation concerning the overpayment to the employee and, upon request of the employee, to the president of his/her local union. The amount of the overpayment shall be repaid to the State by payroll deduction in the same bi-weekly amount as the overpayment was made.
- C. Any dispute between the State and the Union or between the State and any employee regarding the amount of any overpayment of wages shall be submitted to arbitration in accordance with Article 13. The arbitrator shall decide issues of fact and, if applicable, the appropriate remedy. If the arbitrator orders the employee to reimburse the State, the reimbursement shall be by payroll deduction in amounts ordered by the arbitrator.
- D. In the event that the State and the employee agree as to the amount of wage the employee was overpaid, but disagree as to the reimbursement schedule, the payroll deduction reimbursement schedule shall be submitted to arbitration in accordance with Article 13 on a last best offer basis.
- E. An employee appointed from an employment or promotional list shall receive a one (1) step increase at the satisfactory completion of the probationary period and shall receive an additional one (1) step increase each year thereafter until they have reached the maximum of their grade.
- C. An employee with temporary or provisional status shall receive a one (1) step increase after six (6) months of service, which shall be one hundred thirty (130)

days worked, and after each year of service thereafter in their classification, until they have reached the maximum of their grade.

- D. Each employee shall be granted longevity increases according to the following formula:

<u>Percentage Increase</u>	<u>Years of Service</u>	<u>of Current Salary</u>
	5	5%
	11	10%
	15	15%
	20	17.5%
	25	20%

Longevity shall be computed from the base entry date.

- E. Each employee, who has successfully completed a four (4) course curriculum approved in advance by the College Personnel Director shall be entitled to a one (1) step pay increment next above their current base step (or if the employee is at the maximum of the grade, an increment equal in the amount to the difference between the last step in the pay range and that step immediately prior to it).

Employees pursuing work related courses offered by the Training Section, State Division of personnel, under this provision may, subject to prior approval of their supervisor, attend such courses during their normal working hours provided that the same course is not offered at a time the employee is not normally at work. Approval will not be unreasonably denied.

F. EDUCATIONAL INCENTIVE

1. Persons employed prior to July 1, 2001 may retain the increment referred to in paragraph E above but shall be eligible for only one such increment, under the Incentive In-Service Training Program, during the course of his/her employment with the State.
2. A persons employed prior to July 1, 2001 may become eligible for multiple increment payments under Paragraph 3 by submitting to the Department of Administration's Office of Training and Development a written form giving up career increment retention under Paragraph 1.
3. Persons first employed on or after July 1, 2001 shall be eligible to earn an unlimited number of additional increments during their career, subject to the following:
 - a. Each earned increment shall be retained for not more than four (4) years; and

- b. 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.
- G. Educational Support Professional Association/NEA Annual Salary Range is attached hereto in Appendix B.

**ARTICLE VIII
RECLASSIFICATION AND/OR UPGRADING**

- A. 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 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.
 - 1. Make a request in writing for a desk audit to the Personnel Office of the College. The employee shall be furnished with a questionnaire within five (5) working days of said request.
 - 2. Within five (5) working days, upon receipt of the completed questionnaire, the employee's immediate supervisor and Personnel Director shall forward said questionnaire to the State Division of Personnel, Classification Section, for the study. The Personnel Director or their designee shall then notify the employee and Union that said documents were sent to State Personnel.
 - 3. 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.
 - 4. If the appeal is granted, it shall be implemented in accordance with the provision of Merit System Law and Personnel Rule 2.013: "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 of position with the status held in the former class if their name appears on a current list deemed appropriate by the Personnel Administrator, or if he passes a non-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."

5. If the appeal of the employee is denied by the Personnel Division, the employee may appeal to the Director of Administration or their 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.
6. If the appeal of the employee 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.
7. If the appeal of the employee is granted, the employee will be paid retroactively to the date of filing.
8. The State agrees that work will not be reassigned for the purpose of avoiding reclassification or upgrading during a reclassification or upgrading appeal.
9. 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 (1) of two (2) options:
 - a. The employee should be reallocated to the position that best represents the duties performed by the employee, or,
 - b. Inform the employee they are not to perform any duties other than those required of the class specifications for said position.

**ARTICLE IX
OVERTIME, SHIFT DIFFERENTIAL AND CALL IN TIME**

A. Overtime

1. Overtime shall be defined as the required performance of work within the employee's classification in excess of the established work week.
2. Overtime shall be offered to employees on the basis of their seniority in their classification at the campus at which they are employed. An employee offered overtime will be excused at their request, provided other employees are available and willing to meet the need; and any employee so excused shall not be offered overtime work again, until their name comes up again in the seniority rotation. In the event an insufficient number of employees within the classification and campus in which the overtime work is assigned voluntarily accept the assignment, the College may direct and require employees with the classification and campus to perform the work when necessary for the efficient conduct of the business

of the College. Such required overtime assignments shall be made in the reverse order of seniority.

3. Overtime shall be authorized by a supervisor outside of the bargaining unit. However, employees shall be notified of overtime by their immediate supervisor.
4. Time and one-half shall be paid for work performed in excess of the established work week. However, in any event an employee may elect to take compensatory time at one and one-half (1 ½) time, in lieu of cash, with the approval of a supervisor outside of the bargaining unit. Such compensatory time shall be discharged within sixty (60) calendar days of time earned.
5. Whenever an employee is required to work on a holiday which falls on their regularly scheduled work day, he will be credited with the number of hours in their official schedule for that day plus the number of hours actually worked at the rate of time and one-half.
6. Overtime work is to be made a matter of record and distributed on a seniority basis among employees within their respective classifications. An overtime list will be maintained and posted in each department on the department bulletin board.
7. A record of overtime work will be furnished to the Association at the close of each pay period following a request from the Union.
8. In the event that the Association has reason to believe that overtime is being unfairly and inequitably distributed within the bargaining unit, the Association may, upon request with reasonable notice, inspect records of overtime. Upon finding such inequities in granting overtime, the Association will file a group grievance.
9. 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.
10. Hours credited for holidays shall be considered as time worked for the purpose of computing overtime.
11. No employee shall be required to work more than sixteen (16) consecutive hours except in a State emergency.

B. Shift Differential

1. The evening tour of duty shall mean the shift commencing at 3:00 P.M. and ending at 11:00 P.M. or commencing at 4:00 P.M. and ending 12:00 midnight. The night tour of duty shall mean the shift commencing at 11:00 P.M. and ending at 7:00 A.M. or commencing at 12:00 midnight and ending at 8:00 A.M.
2. All employees, who are permanently assigned to work sixteen (16) or more hours of a forty (40) hour work week or fourteen (14) or more hours of a thirty-five (35) hour week during the “evening tour of duty” or during the “night tour of duty,” shall receive shift differential at the rate provided for in Paragraph B (7).
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, shall be compensated for the hours actually worked at the rate of shift differential provided in Paragraph B (7).
4. Any employee assigned to the day schedule who is required to change that schedule to work an evening or night 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.
5. Any employee assigned to the day schedule who is required to work on the evening or night tour, in addition to working their daily assigned work shift, shall be compensated for hours worked on the evening or night shift at the rate of time and one-half their normal hourly rate in accordance with Section A of this Article.
6. Any employee who normally works an assigned evening or night tour of duty, who is requested to work the day shift following the completion of their evening or night tour of duty will be compensated for those additional hours of work assigned by receiving time and one half for those additional hours worked in accordance with Section A of this Article.
7. The shift differential shall be an additional seventy cents (.70 cents) per hour.

B. Call In Time

1. Employees may be called in to report to work after having left their place of employment and outside their regular scheduled work hours for emergency reasons only. Employee shall receive not less than four (4) hours pay at their overtime rate.

ARTICLE X SENIORITY

A. Seniority

1. It is hereby agreed that the parties hereto recognize seniority within a class of position in all cases of shift preference, transfer, days off, vacation time, holiday time, layoffs and recalls. The effect of seniority on promotions shall be as set forth in Section B. Promotions.
2. Primary Seniority – length of service in current class of position within the bargaining unit, in State classified service, computed from the date that employment commenced in the current class of position within the bargaining unit (as per Section 5 and 6 below).
3. Secondary Seniority – length of service in previously held class of position within the bargaining unit, in State classified service, in which the employee held permanent status, computed from the date employment commenced in said class of position within the bargaining unit. For purposes of layoff, secondary and primary seniority shall be added together to determine years of service (as per Section 5 and 6 below).
4. State Seniority – length of State service (base entry date).
5. Seniority shall only be broken for resignation, retirement, discharge for good and just cause, exceeding an authorized leave of absence, failure to return for recall pursuant to Section D.3 of this Article; or when an employee is separated from State classified service for more than three (3) consecutive years.
6.
 - a. Seniority shall continue to accrue during all periods of active employment and authorized leaves of absences, except leaves to protect status.
 - b. Seniority shall not continue to accrue during periods of layoffs, nor shall it be broken, except pursuant to A (5).
7. Bargaining unit seniority in State classified service, regardless of class of position, within a department/subdivision shall be used to resolve any conflicts due to days off, vacation time, holiday time, leaves of absence. When a subdivision shall be used to resolve any conflicts due to days off, vacation time, holiday time, leaves of absence. When a subdivision is composed of a member of small areas (one [1] person offices) the Dean or Director shall resolve the above state conflicts based upon A (7).

B. Promotions

1. The implementation of A.1 regarding promotions shall be in accordance with the following procedure:
2. All new and vacant positions, including promotional positions to which recruitment is to be initiated, shall be posted on bulleting boards in all work areas within the bargaining unit for a period of seven (7) calendar days, and notice of vacancies shall be sent to the Association at the time of posting. Employees applying for such promotional vacancies shall make a request in writing to the Personnel Officer or appropriate administrative officer of the department or division where the vacancy exists no later than three (3) days after the posting period has ended.
3. The Association and Administration agree that in the best interest of both parties, active attempts to promote from within the bargaining unit should be made. The resultant benefits, in terms of productivity and employee morale, are self-evident.
 - a. When there are six (6) or more bargaining unit members on the certified promotional list, the promotional vacancy shall be filled from within the bargaining unit.
 - b. When there are less than six (6) bargaining unit members on the certified promotional list, a reasonable effort will be made to fill the vacancy from within the bargaining unit. However, selection shall be made from among the six (6).
 - c. Where no list exists for certification, a reasonable effort will be made to fill the vacancy within the bargaining unit.
4. A letter of acknowledgment shall be forwarded to the member of the bargaining unit upon receipt of a request for reassignment, transfer and/or a new position.
5. Any employee who applied for promotional positions shall be informed of the disposition of their application in writing and shall be entitled to reasons why they were not chosen.

C. Transfers

1. Employees may bid for vacant positions of the same classification title within the bargaining unit on the basis of primary seniority. An employee so transferred shall not be eligible to again be so transferred until three (3) months have expired from the date of the latest transfer. The limitation of three (3) months, however, shall not apply to employees in classifications that may be required to work a schedule other than the normal Monday through Friday daily work schedule.

2. Transfers shall be implemented pursuant to Section 1 above regardless of whether the vacant position within the bargaining unit is full or part-time and/or regardless of whether the bidding employee(s) in the same classification is full or part-time.
3. In the event of an involuntary transfer, pursuant to Section D.5 herein, the most junior employee in the bargaining unit within the appropriate classification and in the affected area or department will be transferred to a position occupied by the most junior employee within the bargaining unit in the appropriate classification. The President of the Association will be notified of all involuntary transfers.

D. Layoffs

1. Layoff shall be defined as any separation of a member of the bargaining unit from employment for any reason other than a discharge for good and just cause, or the expiration of a limited position and/or appointment pursuant to Section E.7 of this Article.
2. In the event of layoff in a class of position within an affected department, subdivision or division, employee(s) and the Union President shall be notified in writing of layoff. Employees shall be laid off in the following order based upon primary seniority, regardless of full or part-time status:
 1. Those with temporary status
 2. Those with provisional status
 3. Those with probationary status
 4. Those with permanent status
 5. Those with statutory status

Four (4) weeks notice of layoffs shall be given to the employees so affected and the Union President

- a. An employee so notified shall have the right to displace the most junior employee in the bargaining unit in the same class of position, based upon greater primary seniority.
- b. Provided further that any employee in 1, 2, 3, 4, or 5 above who had been previously permanent in a next lower class of position shall have the right to displace the most junior employee in the bargaining unit in such next lower class of position based upon greater secondary seniority.
- c. Employees may exercise their secondary seniority within the bargaining unit in a class of position in which they held permanent status, and in which said employee has greater secondary seniority.

- d. If the employee is unable to exercise their primary or secondary seniority advantageously, they may exercise their State seniority for any same or lower class of position in the bargaining unit for which they are eligible, that is, for which a list exists; or in which they can perform if no list exists for the position. The employee shall have the right to displace the most junior employee in the bargaining unit in said class of position based upon greater State seniority.
 - e. In the application of c and d above, the State will attempt to waive or modify any law or regulation which would in any way deny preferred treatment for the employee to qualify for the positions which they can perform.
 - f. Part-time employees may only exert seniority rights over other part-time employees. However, any part-time employee who exercises said seniority rights shall not have their number of hours and/or benefits changed as a result.
 - g. Full-time employees may only exert seniority rights over other full-time employees.
3. a. Prior to any bumping process pursuant to Sections 1 and 2 above, the State will place an affected employee in an available existing vacant comparable position within the bargaining unit. Comparable shall be defined as:
- 1. within the same classification
 - 2. having the same hours (full-time to full-time; part-time to part-time)
- b. An employee who was in a permanent position and is placed into a limited position and/or appointment pursuant to this Section shall retain all seniority and bumping rights provided in this Article upon the expiration of the limited position and/or appointment.
4. Recall of any employee who has been laid off shall be in the reverse order of the procedure as stated above for layoffs. Any person who has held permanent status and who has been laid off shall have their name placed on the preferred re-employment list for this bargaining unit. No appointment may be made to any position covered by the agreement in a class affected by a layoff while an employee who has been laid off is available for certification from a re-employment list.

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

and bumping rights provided in this Article upon the expiration of the limited position and/or appointment.

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

All recall notices shall be sent certified mail, return receipt requested.

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

5. Any involuntary transfer which results from the implementation of this Section will be done in accordance with Section C-3 of this Article.

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

1. Limited positions and/or limited appointments shall be defined as those with a known termination date.
2. Limited positions and/or limited appointments shall be posted as such.
3. An employee filling a limited position and/or appointment of six (6) months (i.e., thirteen [13] bi-weekly pay periods) or more shall receive all rights and benefits of this Agreement except as defined in Section 6 below.
4. An employee filling a limited position that was established for six (6) months or more shall receive all rights and benefits of the Agreement even if their appointment is for less than six (6) months.
5. An employee filling a limited appointment of less than six (6) months to a permanent position shall receive all rights and benefits of the Contract.
6. If the status of a limited position and/or limited appointment changes to that of a regular position, it shall not be posted.
7. All limited positions and/or appointments which are continued or extended beyond their initial termination date shall not be posted.
8. An employee hired into a limited position and/or appointment shall not, upon the expiration of the limited position and/or appointment, have the right to exercise bumping rights pursuant to Section D of this Article. Said employee shall receive benefits pursuant to Article 11.A.6.
9. An employee who accepts a promotion into a limited position and/or

appointment, and who held permanent status in a lower class of position, shall be placed on leave to protect status for the first six (6) months. After the six (6) months and when the employee completes satisfactorily the probationary period, the employee will be entitled to exert seniority rights at the end of the limited appointment in accordance with Article 10.

10. An employee who laterally transfers into a limited position and/or limited appointment caused by a leave to protect status (in a State funded position) shall have the right to exercise bumping rights pursuant to Section D of this Article if the employee on leave to protect status returns to the position.
11. An employee who laterally transfers into a limited position and/or limited appointment, which exists for reasons other than as stated in Section 10 above, shall not upon the expiration of the limited position and/or limited appointment have the right to exercise bumping rights pursuant to Section D of this Article. Said employee shall receive benefits pursuant to Article 11.A.6.

F. **Reorganization**

1. A reorganization shall be defined as:
when a position(s) currently held by a member(s) of the bargaining unit on the college position control list for a division is moved between subdivisions or between divisions.
2. It is a reassignment to move positions within a subdivision.
3. **Definitions:**
 - a. Division - a unit headed by a Vice-President;
 - b. Subdivision - a unit headed by a Dean, Director, or equivalent position, which has supervisory control over one (1) or more departments. Subdivisions include, but are not limited to units headed by Deans and Directors.
 - c. Department - a unit headed by a Dean, Director, Chairperson, or equivalent position, and not designated above as a Division or Subdivision.
 - d. In the event a new unit is created or organized, the Personnel Director and the Union President shall meet to discuss the proper designation of said unit. In the event the Personnel Director and the Union President do not agree on the designation, the dispute shall be submitted directly to the Commissioner of Education, who will hold a hearing on the matter. The decision of the Commissioner of Education will be final and binding.

G. **Reassignment**

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

H. **Transfer in Emergency Situations to a Vacant Position**

1. In the event of an emergency situation - defined as thirty (30) calendar days and shall not reoccur - the College may transfer any member of the bargaining unit within the sub-division to staff a vacant position for the emergency situation, except when Section e applies.
 - a. In the event the emergency situation cannot be staffed within the subdivision, the College may transfer the least senior employee in the appropriate classification within the division, except when Section e applies.
 - b. Such transfers shall require forty-eight (48) hours notice in writing to the affected employee and the Union President prior to the effective date of transfer.
 - c. In unusual circumstances, which may require more than thirty (30) days or less than forty-eight (48) hours notice, the Union President and the Director of Personnel shall meet to mutually agree to any exceptions to the above.
 - d. The Union President and the Director of Personnel or their designee shall meet prior to implementation to discuss the changes.
 - e. Any employee transferred pursuant to this Section shall not be subject to another transfer in emergency situations for a period of at least twelve (12) months from the beginning date of the last transfer.
 - f. An employee transferred to a vacant position which is a different class of position than the one the employee holds shall not be required to perform the work outside of their class of position, unless authorized in writing pursuant to Article 6.G.

- g. An employee so transferred under this subsection shall be eligible for mileage which shall be calculated as the difference between home to office and home to temporary assignment.

I. Transfer in Emergency Situations to Other Than a Vacant Position

- 1. In the event of transfer in an emergency situation to other than a vacant position, the College may transfer a member of the bargaining unit for the duration of the emergency situation.
 - a. The Union President and the Director of Personnel shall meet prior to a transfer to discuss the situation.
 - b. Such transfers shall required notice in writing to the affected employee and the Union President, reasonably in advance of the transfer.

**ARTICLE XI
FRINGE BENEFITS**

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

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

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

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

Effective the pay date, Friday, August 8, 2008, eligible employees shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-

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

For full time employees:

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

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

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

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

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

Said co-share percentages shall apply based on the employee's annualized total rate and shall be via payroll deductions.

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

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

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

- D. Vision Optical Care – Coverage provided to the employee only based on an indemnity schedule of allowances or its equivalent.
- E. The State will provide a dental plan for the employees and their family. Coverage shall be \$1,200 under the dental program. Effective January 1, 2009, dental plan crown coverage is 80%.
- F. Employee contributions, for employees who opt out of health care coverage but retain or choose vision/optical care and/or the dental program, shall be calculated based on the cost of the benefits elected relative to the total cost of healthcare, vision/optical, and dental program combined.
- G. The employee waiver will be increased from \$1,300 to \$2,002 effective January 1, 2002. Effective July 1, 2011, the employee waiver shall be reduced by 50% to \$1001.
- H. Employee Drug Co-Pay The employee drug co-pay shall be as follows:

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

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

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

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

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

Effective November 23, 2008, the drug co-pay for mail order network pharmacies is: 3 month supply of a prescription drug for 2 co-payments. Maximum fill is 3 month supply.

- I. Subsequent to the ratification of this Agreement by the Union, any health insurance co-share agreement agreed to by the State through negotiations, by the Director of the Department of Administration, or her designee, shall be offered to the Union as an alternative to the co-share provision contained in C above. Any such alternative agreement shall be applicable on a prospective basis only, provided the alternative co-share agreement is applied to all bargaining unit employees who are entitled to health, dental, and/or vision care benefits. In the event a more favorable health insurance co-share agreement is directly related to concessions made by other labor organizations, the Union shall have the option of making concessions of equal value in order to qualify for a more favorable co-share agreement.

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.

J. Tax Annuity

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

K. Group Life Insurance

1. It is agreed that all employees shall be eligible to participate in the State Employees' Group Life Insurance Program as established by 36-12-6 of 1956 as amended.
2. The following provisions of the insurance program are set forth herein:

- a. Each new employee will be automatically covered unless such employee designates in writing that he desires not 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 dollars (\$1,000.00) plus an equal amount of group accidental death insurance with dismemberment coverage.
- c. Each such amount 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 (65th) birthday.
- d. The cost to the employee of such insurance shall not exceed the rate of twenty-five cents (.25 cents) 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.

L. 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.

M. Wellness Incentive

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

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

N. Holidays

1. The following shall constitute the official holidays:

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

Victory Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

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

Any day which the Governor may appoint as a holiday.

Any day which shall hereafter be appointed as a holiday by the General Assembly.

2. If a holiday falls on a regularly scheduled work day, the employee shall be entitled to the day off and shall be credited with the number of hours in their official work schedule for that day. If a holiday falls on Saturday or Sunday employees who would have otherwise received overtime holiday pay for working on Monday, if the holiday were being celebrated on that day, shall not receive such pay for that day.
3. Whenever an employee in a standard work week 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 time and one-half.
4. If a holiday falls on one of an employee's regularly schedule days off, they shall be credited with the number of hours for one day in their official work schedule. The hours so credited for their day shall not be used in the computation of overtime.
5. Whenever an employee is required to work on a holiday which falls on one of their scheduled days off, they shall be credited with the number of hours for one (1) day in their official work schedule plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of time and one-half.
6. If a holiday falls on a regularly scheduled work day within an employee's vacation period, the employee shall not be charged annual leave for their absence on that date.
7. When a holiday falls on a Sunday, the following day, Monday, will constitute the official holiday. Part-timers shall be pro-rated.
8. When a 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. Said assignment shall be offered on a seniority basis within the affected class of position.

9. Employees are guaranteed the same number of days off with pay as are listed herein even if the legislature removes any holidays. Any days removed as holidays will be treated a personal days.

O. **Retirement**

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

The parties agree that retiree health insurance benefits as set forth in Article 4 of 08-H 7204 SUB A, as amended, approved May 1, 2008, shall remain in effect for the term of this agreement. No provision of the collective bargaining agreement shall provide benefits inconsistent with such law.

P. **Vacations**

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

SCHEDULE B

	<u>YEARS of SERVICE</u>	<u>Up Front Days</u>	<u>Days Subject to Accrual</u>	<u>Total</u>
a.	At least six (6) months but not more than five (5) years.	2	8	10
b.	At least five (5) years but not more than ten (10) years.	2	13	15
c.	At least ten (10) years but not more than fifteen (15) years.	5	13	18
d.	At least fifteen (15) years but not more than twenty (20) years.	5	15	20
e.	At least twenty (20) years but not more than twenty-five (25) years.	10	16	26
f.	Twenty-five (25) years or more.	10	18	28

SCHEDULE OF ACCRUAL

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

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

When an employee reaches the required number of years of service which would increase 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 twenty (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 subject to accrual. In no case shall any employee carry over from one year to the next more than the amount of vacation time accrued and credited to two (2) years.

3. When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation time equal to 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.
 4. Vacation leave assignments shall be made in a fair and equitable manner.
 5. Should a question arise between the employees as to when their vacation will be taken, the senior employee shall have preference.
 6. Each employee shall be allowed to take at least two (2) consecutive weeks of vacation at some time during the calendar year. The time of said vacation shall be with the approval of the immediate supervisor. Such approval will not be unreasonably withheld.
 7. Employees may carry over from one year to another up to two (2) years accrual of annual leave, provided the carry over in excess of vacation time accrued and credits for one (1) year shall be discharged by December 1 of the subsequent year.
- Q. Effective July 1, 2000, mileage shall be paid at the rate set by the Federal General Services Administration (GSA), such rate shall be adjusted to the GSA rate on each July and January thereafter.
- R. All employees shall be covered by Workers' Compensation pursuant to Title 28 of the General Laws of Rhode Island.

ARTICLE XII GRIEVANCE PROCEDURE

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 that cannot be settled by the employee and his or her immediate supervisor, or by the Union and the State.

There shall be a grievance procedure as follows:

- A. A grievance shall be presented by the aggrieved employee and/or by the Union within fifteen (15) working days after the employee knew or should have known the occurrence of such grievance. 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.
- B. If the grievance is not resolved according to the foregoing Section, it shall be reduced to writing and submitted, within five (5) working days, to the Director of Human Resources or his/her designee who shall grant a hearing to the aggrieved within five (5) working days of the receipt of the written grievance. A written decision shall be rendered within five (5) working days of the conclusion of the hearing.

- C. If the grievance is not resolved according to the foregoing Section, it shall be submitted to the designee of the Director of the Department of Administration within five (5) working days of receipt of the decision of the Director of Human Resources. Within fourteen (14) days of the submission of the grievance, the Director's designee shall conduct a hearing on the grievance and submit a written decision within ten (10) working days of the hearing.
- D. In the event the grievance is not settled in a manner satisfactory to the aggrieved employee, then such grievance may be submitted to arbitration in the manner provided hereinafter. Nothing contained herein shall deprive 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 shall be furnished to the Union. The Union shall have the right to be present at all such grievance hearings.
- E. It is also agreed that in all cases of dismissal, the aggrieved and/or the Union may proceed immediately to Section D of the grievance procedure, which must be done within fifteen (15) days of notice of dismissal.
- F. Class action/group grievances are defined as and limited to those grievances which cover more than one (1) employee within the bargaining unit and which involve the same or substantially similar facts for the grievance involved. Class action/group grievances may be filed directly to Section C of the grievance procedure.
- G. Decisions rendered shall be forwarded to the Association Grievance Chairperson and to the aggrieved employee.
- H. The time limits specified herein shall be regarded as maximums, and every effort shall be made to expedite the processing of grievances provided, however, that the parties may by mutual agreement extend any time limitation specified herein.
- I. A grievance shall automatically proceed to the next step of the grievance procedure if, within the time limits specified herein, a decision has not been rendered.

In the event a grievance is not timely filed or timely taken to the next step by the Union or by the aggrieved employee or employees, the grievance shall be deemed waived.
- J. Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The College, on request, will produce payroll and, for members of the bargaining unit, personnel records as necessary. Employee witnesses, who are state employees and grievants, will receive their regular rate of pay for time spent processing grievances during the employee's normal work schedule.

- K. A civil service employee may process their grievance through either the grievance procedure or before 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.

- L. Definitions. For purposes of this Article, the following definitions apply:
 - 1. "within a working day" shall mean prior to the end of the shift on the working day following receipt of the grievance, and shall be exclusive of weekends, vacation, and holidays.
 - 2. "aggrieved" shall mean either the employee and/or the Association.
 - 3. "the State" and "the College" shall mean the employer.

**ARTICLE XIII
ARBITRATION**

- A. If a grievance is not settled through the regular grievance procedure, 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.
- B. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
- C. Only grievances arising out of the provisions of this Contract, relating to the application or interpretation thereof, may be submitted to arbitration.
- D. All matters concerning changes in wage schedules, monetary fringe benefits or any other matters requiring the appropriation of money shall not become a subject for arbitration. It is understood that this Section shall not be applied to any obligation arising under this Agreement.
- E. All submissions to arbitration must be made within thirty (30) calendar days following the issuance of the grievance procedure decision, or they shall be considered waived.

**ARTICLE XIV
SUB-CONTRACTING PROCEDURE**

- A. The State shall continue to provide work for employees in the bargaining unit, and shall avoid insofar as is practicable the sub-contracting of work performed by employees in the bargaining unit, on the date of this Agreement, provided however:

B. The State agrees that upon considering sub-contracting of any work presently performed by an employee which would have an adverse effect upon job security, wage rate, or classification status of any employee in the bargaining unit, it shall:

1. Notify the Union's 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 Directors of Administration or other appropriate State officials to discuss the 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:

1. Place employees affected by the sub-contracting into available jobs which they can perform;
2. Place employees laid off on a preferred hiring list for recall;
3. Prohibit the hiring of any new employees to positions which the affected employees could perform;
4. Attempt to waive or modify any law or regulation which would in any way deny preferred treatment of affected employees. In the event that such mutually acceptable plan is not resolved, either party may request the Federal Mediation and Conciliation Service to attempt to resolve the dispute. If such efforts do not provide a mutually acceptable plan, the FMCS shall recommend steps to be taken by the parties, but in any event employees adversely affected by sub-contracting shall be enabled to utilize the seniority rights as established in this Agreement.

ARTICLE XV UNPAID LEAVES OF ABSENCE

A. Jury Leave

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 duty and shall receive their jury duty pay or their regular pay, whichever is greater.
2. Every employee covered by this Agreement, who is subpoenaed to appear in Court on State business on a day off or during vacation, shall be compensated for the time expended.
3. 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 if the time expended is less than four (4) hours.

B. Military Leave

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 Military or Naval Forces; or the Rhode Island National Guard or Naval Reserve; 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.
2. For the first sixty (60) calendar days of such absence, each such employee who has 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.
3. Employees on paid leave, described in paragraph 2 above, shall accrue such sick leave and annual leave credits as would have accrued while working in said position.
4. Employees on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.
5. At the conclusion of such military leaves 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.
6. The parties agree that new employees hired after July 1, 1986 shall receive benefits contained under Article 15B, except for 15.B.2 as follows:

For the first sixty (60) days of such absence every such employee shall receive the difference between their state salary and their military base pay. In no case shall such employee receive more than the amount 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.

C. Military Training Leave

1. Employees covered by this Agreement who, by reason of membership in the United States Military, Navy 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 (1) 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 period.

2. During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.
3. Such training activities as defined in this Section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

D. **Leave for Personal Reasons**

1. It is agreed that, upon written application, an employee may be granted a leave without pay not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability, educational improvement, child care, serious illness of a member of the family, or other purpose deemed proper and approved by the appointment authority and the Personnel Administrator. Approval of such leaves shall not be unreasonably withheld.
2. At the expiration of such leave, the employee shall be returned to the position from which they are on leave if available and placed on the salary step they would have been on if not on leave of absence at the current range for their class of position. If the employee's position is not available, the employee shall be placed in a similar position within the same classification.
3. Employees granted leave for personal reasons shall receive health benefits paid by the College in accordance with the existing payroll manual regulations that are in effect when the employee is granted leave.
4. Any employee with permanent status, who accepts another position of a different classification in the classified service, shall be granted automatically a leave of six (6) months.
5. Any employee who on or after January 1, 1996 transfers to a different class or is promoted will be entitled to a leave of absence from their previous position for six (6) months.

**ARTICLE XVI
PAID LEAVES OF ABSENCE**

A. **Maternity Leave**

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

returned to the position from which she is on leave and placed on the salary step she would have been on if not on leave at the 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 College of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not more than twelve (12) months and may be extended by mutual consent and an early return by the employee may be made upon written notice of thirty (30) days to the College. Employees granted leave for maternity reasons shall receive all health benefits paid by the State for the duration of the leave.

- B. In the event that an employee or their spouse becomes a parent or guardian through a birth, adoption, or other legal proceedings, the employee shall be granted parental leave with pay not to exceed ten (10) working days provided the employee has exhausted all other paid leaves.

C. **Bereavement and Funeral Leaves**

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

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

In either of the above situations, any needed additional days required by the employees may be utilized from the employee's accumulated vacation leave, sick leave (in accordance with Section D, below) or personal leave. The definition of immediate family shall be defined as 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.

D. **Sick Leave**

1. Sick leave with pay shall be granted to employees covered by this Agreement. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, or exposure to contagious disease, and may include absence due to illness in the immediate family of the employee, or necessary attendance upon a member of the immediate family who is ill, or to attend to doctors visits. However, the State may be entitled to require verification from the employee regarding the illness of a member of their immediate family of the necessity of attendance for

doctors visits; and the employee may use up to, but not in excess of ten (10) working days in any calendar year, for the purpose of attending a member of the immediate family who is ill or their attending necessary doctors appointments. The definition of immediate family shall be defined as domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family.

2. Employees whose basic work week is thirty-five (35) hours or in the thirty-five (35) hour non-standard category shall accrue four (4) hours for each bi-weekly period of service; employees whose basic work week is forty (40) hours or in the forty (40) hour non-standard category shall accrue five (5) hours for each bi-weekly period of service.
3. When the total accumulation shall amount to eight hundred seventy-five (875) hours (one hundred twenty-seven [127] days) for an employee assigned to a thirty-five (35) hour schedule or a thirty-five (35) hour non-standard schedule, and one thousand hours (1000) (one hundred twenty-seven [127] days) for an employee assigned to a forty (40) hour work schedule, or a forty (40) hour non-standard schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.
4. When the service of an employee shall be terminated by retirement (mandatory, voluntary, or involuntary), or death, such employee or 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 thirty-five (35) hour a week employee or a thirty-five (35) hour non-standard employee shall be entitled to receive full pay for fifty percent (50%) of all accrued sick leave over three hundred ninety (390) hours up to and including six hundred thirty (630) hours and seventy-five percent (75%) pay for all accrued sick leave over six hundred thirty (630) hours up to and including eight hundred seventy-five (875) hours. A forty (40) hour a week employee or a forty (40) hour non-standard employee shall be entitled to receive full pay for fifty percent (50%) of all accrued sick leave over four hundred sixty-eight (468) hours up to and including seven hundred twenty (720) hours and seventy-five percent (75%) pay for all sick leave over seven hundred twenty (720) hours up to and including one thousand (1000) hours.
5. If the employee becomes ill while on vacation, vacation leave will be changed to available sick leave accumulation, providing the employee shall furnish to the State a physician's certificate attesting to the illness of the employee during the time in question.
6. Whenever an employee shall be absent from their duties and receiving compensation as provided in the Workers' Compensation Laws, they shall be granted sick leave in accordance with the rules applicable thereto in an amount not to exceed their regular compensation. Deductions from accumulated credits shall be applied only to that part of their salary which is paid as an addition to Workers' Compensation payments, and the total

of the two (2) shall not exceed the regular salary range for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay. Provided, however, that it shall be determined during the Workers' Compensation proceedings that the injury resulted from a physical assault arising out of the regular course of employment, the employee's leave shall not be reduced for the first twenty-six (26) weeks of disability arising from such an assault. During the twenty-seventh (27th) week and thereafter for the duration of the employee's disability, deductions from accumulated credit shall be applied as indicated above.

7. Any employee whose employment requires exposure to x-rays, radiation, or other harmful substances shall be granted special sick leave credits not to exceed one hundred and five (105) hours in a calendar year if they are a thirty-five (35) hour or non-standard employee, or one hundred twenty (120) hours if they are a forty (40) hour employee or a forty (40) hour non-standard employee. Such sick leave credits shall be available and sick leave granted upon the approval by the Personnel Administrator of the written recommendation of the appointing authority. Such recommendation shall be based upon a determination by blood tests or other approved method and supported by a statement from a qualified physician that the health of the employee required such sick leave to permit recuperation from exposure to such occupational hazard.
8. All employees shall receive a quarterly report of their accrued sick and vacation leaves.
9. The parties recognize the desirability of light duty assignments as a means of returning injured workers to productive employment.

The Office of Human Resources Administration and/or their designee in agreement with the Union shall define and assign transitional employment for employees who have job related injuries which prevent or limit performance of full job duties and responsibilities within the following parameters:

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

If no transitional employment is available in the employee's classification, the employee may be offered work outside 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 Workers' Compensation Laws.

If the injury is not job related and the employee requests to return to work, 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 College, may modify the tasks of the employee's normal assignment to enable the employee to return to work after utilization of the employee's sick leave.

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

E. **Personal Days:**

Each member of the bargaining unit shall be entitled to four (4) days of personal leave with pay, per calendar year, to attend to personal business or religious observance. The State shall not require a member to give reason as a condition of approval to use of such personal leave, provided, however, that notice of such leave will be provided to the immediate supervisor. Employees newly appointed between January 1 and March 30, shall be entitled to four (4) personal leave days as provided in this Article. Employees newly appointed between April 1 and June 30 shall be entitled to three (3) personal leave days as provided in this Article. Employees newly appointed between July 1 and September 30, shall be entitled to two (2) personal days as provided in this Article. Employees newly appointed between October 1 and December 31, shall be entitled to one (1) personal leave day as provided in this Article.

F. **Sick Leave Bank:**

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 Agreement. A separate sick leave bank may be established in a particular department by mutual Agreement. Those sick leave bank agreements that were in existence for individuals as of January 26, 2001 shall remain in existence until exhausted.

The 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. 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.

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

- A. The Committee must review the sick leave utilization of any member of the Sick Leave Bank who applies for sick leave from the bank. Sick leave will not be granted to an applicant with evidence of prior sick leave abuse in his or her personnel file or attendance record. Prior utilization of sick leave does not by itself indicate sick leave abuse.
- B. The Committee must require adequate evidence of catastrophic illness or injury, which is not job-related, of an employee only (not any family member).
- C. The maximum amount of sick leave that the Committee may grant shall be 480 hours per employee assigned to a forty (40) hour work week and 420 hours per employee assigned to a thirty-five (35) hour work week. Hours granted shall not exceed the total hours available in the Bank.
- D. Employees may make contributions to the Sick Leave Bank on an “as needed” basis in order to meet the needs of the Sick Leave Bank and to eliminate the loss of unused donated time at the end of the calendar year. Employees must make contributions to the Sick Leave Bank on January 2 of each calendar year unless another date is determined by the Committee. Any employee who does not make a contribution to the Bank shall not be eligible to apply to the Bank for any sick leave.
- E. Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall contribute eight (8) hours of sick leave if assigned to a forty (40) hour work week and seven hours of sick leave if assigned to a thirty-five (35) hour work week.
- F. An employee who applies to the Sick Leave Bank must have used all available accrued and accumulated leave including vacation and personal leave.
- G. Part-time employees may participate on a pro rated basis.

If during the calendar year the Sick Leave Bank falls below three 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 unless another date is determined by the Committee.

ARTICLE XVII
PROBATIONARY EMPLOYEES AND DUE PROCESS

A. Probationary Employees

1. All original appointments and promotional appointments shall be considered as probationary employees for the first one hundred thirty (130) days worked of their continuous employment and shall serve at the pleasure of the College. Any promotional appointee who is dismissed from the position to which they were promoted during the probationary period or at the conclusion thereof shall be restored to their former position.
2. During this probationary period, the employee will be evaluated by the employee's immediate supervisor every two (2) months. The employee shall be notified in writing of the evaluation after each evaluation is made, and if appropriate, shall be offered constructive criticism to enable the employee to improve their performance. In no case shall any evaluation of an employee be based on hearsay. Evaluation reports will be placed in the employee's personnel file. The employee shall have the right to attach appropriate comments to any evaluation.
3. At the end of the probationary period, a decision will be made whether to retain or terminate the employee. If the employee is not notified, in writing, that their services are not satisfactory, or that their continued employment is not desired at the expiration of the probationary period, then they shall be continued in their employment. Any employee may be dismissed by the College during the probationary period for reasons relating to the employee's lack of qualifications or for the good of the service. Such dismissal shall be in writing with a copy sent to the employee and the Union President.
4. The Union recognizes and agrees that the State has the right to perform personnel performance reviews. The State and the Union agree to form a committee composed of five members. The Union shall select two members, the State shall select two members and the fifth member shall be the Personnel Administrator or designee. The Committee shall meet and develop a Personnel Performance Review Document. The State shall have the right to implement the Personnel Performance Review program at the beginning of the 2002 Fiscal Year and that commences July 1, 2001.

B. Due Process

1. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in Article 12. If the appointing authority has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of

the employee. After a period of one (1) year, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimand and written notations of oral reprimands shall be expunged from the employee's personnel records. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entry in their personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee's union representative only with the written consent of the employee. Where appropriate, disciplinary action or measures shall include only the following:

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

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

2. If the Appointing Authority decides to demote, suspend or terminate an employee, the employee and Union President shall receive two (2) weeks notice in writing. In the event that circumstances warrant, the Appointing Authority shall not be required to give the employee two (2) weeks notice for termination.
3. The Appointing Authority shall not discipline an employee without just cause. Within two (2) weeks of a suspension or discharge, the Union may file a grievance with the State Labor Relations Administrator as set forth in Article 12, and such hearing shall be held no later than three (3) days after the Union's request.
4. In the event that an employee is dismissed, demoted or suspended under this Section, and such employee appeals such action and their appeal is sustained, they shall be restored to their former position and compensated at their regular rate for any time lost during the period of such dismissal, demotion or suspension.
5. An employee may be granted a demotion, upon request, when recommended by the Appointing Authority and approved by the Personnel Administrator. In this instance their current status shall be transferred to the lower class.
6. An Arbitrator shall be empowered to change the disciplinary action if they determine the action taken was not warranted under the circumstances.

**ARTICLE XVIII
PERSONNEL FILES**

- A. An employee shall, upon request during normal business hours, be permitted to examine their personnel file; provided, however, that any letters of recommendation solicited in connection with their initial employment shall not be available to that employee. The employee shall have the right to reproduce any document in the employee's personnel file.
- B. An employee and Union President shall be given a copy of any material if it is to be used in connection with a grievance or a personnel hearing.
- C. No derogatory material shall be placed in the employee's personnel file unless the employee has an opportunity to read the material and an opportunity to sign and date the material indicating the employee has read the material. Such signature merely signifies that the employee has read the material to be filed and does not necessarily indicate agreement with the contents.
- D. No anonymous material shall be placed in the employee's personnel file. Materials shown to be false or unsubstantiated shall be removed from the employee's personnel file. The Personnel Office shall be responsible for notifying in writing any persons or organization to which it may have forwarded false information.
- E. A designated member of the Association, having written authorization from the employee concerned and in the presence of a representative of the Community College Administration, may examine the official personnel file of that employee if the examination relates to a filed grievance, a grievance in preparation, or written charge(s) preferred against the employee of the Community College.
- F. There shall be only one (1) official file kept in the College Personnel Office. The College Personnel Office shall make files available at other campuses of the College for review by employees who so request them. Such files shall be made available by appointment.
- G. The employee shall have the right to answer any material filed, and the employee's answer shall be attached to the copy in their personnel file.

**ARTICLE XIX
LEGAL DEFENSE**

The State agrees to provide legal defense for and to hold harmless the employees who are defendants in civil litigation arising from their conduct on behalf of the State. Provided, however, that their provision shall apply only in the cases in which the employee is being sued for errors or mistakes in intellectual judgment or analysis and shall not apply to physical acts of the employees, except in reasonable self defense.

**ARTICLE XX
SEVERABILITY CLAUSE**

Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Rhode Island, such invalidation of such part or

portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

It is further agreed that if part of the Agreement is determined invalid, either party may open negotiations solely with respect to a substitute for such Article, Section, or portion, within two (2) weeks after a ruling has been made.

**ARTICLE XXI
MANAGEMENT RIGHTS**

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

**ARTICLE XXII
ALTERATION OF AGREEMENT**

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

**ARTICLE XXIII
INCLEMENT WEATHER EMERGENCIES**

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.

**ARTICLE XXIV
DAY CARE**

A six (6) member Committee shall be established with three (3) representatives appointed by the Union President and three (3) representatives by the State of Rhode Island.

This Day Care Committee will consider: Day Center location sites, number of children to serve, minimum and maximum age of children served, criteria for eligibility of parents, hours, who should offer the service, administration and fees, licensing and legal requirement and any other related issue. The Committee shall report its findings concerning day care to the ESPA/NEA, and the State as they become available. The State and the Union shall meet to discuss in good faith the findings of the Committee and possible implementation.

**ARTICLE XXV
TESTING**

Employees who have previously been admitted to an examination, shall upon reapplication, be admitted to said examination. The employee shall fill out a new application as if it were an application for the initial examination.

**ARTICLE XXVI
STUDY GROUP**

The parties agree to the formation of a statewide joint labor and management Study Group to work cooperatively to identify and recommend areas of potential savings in State Government, including but not limited to the use of contracted services. Three members shall be appointed by the State and three members shall be appointed by and on behalf of all the Unions representing State employees. The Director of Administration (or his designee) shall preside over the meetings. This committee shall be formed within thirty days after the signing of this agreement.

**ARTICLE XXVII
DURATION**

This Agreement, as herein modified, shall remain in full force and effect through June 30, 2012. This Agreement is subject to (a) union membership ratification; and (b) approval by the Governor of Rhode Island, or his designee.

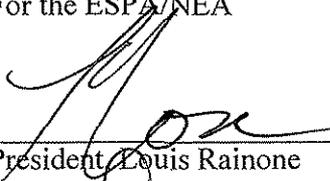
In witness whereof, the parties hereto have set their hands this _____ day of _____, 2010.

For the State



Governor Donald L. Carcieri

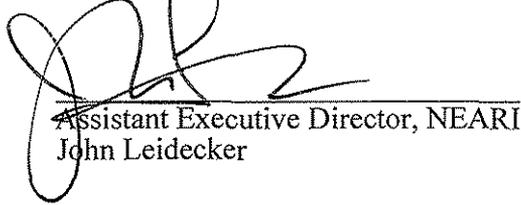
For the ESPA/NEA



President Louis Rainone



Director of Administration
Rosemary Booth-Gallogly



Assistant Executive Director, NEARI
John Leidecker



President, CRI
Raymond DiPasquale

MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF RHODE ISLAND
AND
THE ASSOCIATION OF CLASSIFIED
EMPLOYEES/NEA

The parties hereby agree that:

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

For the State

For ACE/NEA

Date: July 6, 1993

MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF RHODE ISLAND/COMMUNITY
COLLEGE OF RHODE ISLAND
AND
THE ASSOCIATION OF CLASSIFIED
EMPLOYEES/NEA

This Memorandum of Agreement is entered into by and between the above-mentioned parties. The parties hereby agree that for the duration of the current agreement:

- A. Employees, including students, not included in the recognized bargaining unit shall not perform work normally assigned to employees in the bargaining unit to replace/displace said employees except in an emergency situation unless mutually agreed to by the Association President.
- B. Student employment shall only be provided subject to all the following conditions:
 - 1. Students will not be employed to perform bargaining unit work for more than twenty (20) hours per week per student, except for vacation periods.
 - 2. All student employees shall be processed through one office in the College such as Financial Aid Office.
 - 3. The College will continue past practice regarding student help.

Angelo Azzinaro
For the State of Rhode Island

Jeanne Jean
For the Ace/NEA

Alfred S. Colonies
For the Community College

Date: June 24, 1983

LETTER OF UNDERSTANDING

For the duration of the current Agreement between the State, CCRI and ACE/NEA, all members of the bargaining unit, their spouses and their dependent children will be eligible for tuition remission within the Board of Governors for Higher Education system subject to the following limitations:

General fees or course charges of institutions under the jurisdiction of the Board of Governors may be waived for all members of the bargaining unit when they undertake a regular study program at their own or another institution. The level of eligibility for members of the bargaining unit shall be unlimited. The same fee remission applies to spouses and legal dependents when pursuing courses for credit to the baccalaureate level. In the event of the death of a staff member while employed, the benefit of this Section shall be continued to be provided for those spouses and legal dependents who had been accepted or enrolled at the time of such death.

For the State

For the ACE/NEA

For the College

Date: July 6, 1983

**AGREEMENT BETWEEN
THE STATE OF RHODE ISLAND
AND
CCRI ASSOCIATION OF CLASSIFIED
EMPLOYEES/NEA**

Members of ACE/NEA will be subject to the following regarding outings:

1. Be permitted to have leave with pay for one-half (1/2) of their work day if they are scheduled to work on the day of the outing.
2. In the event all employees who wish to attend the outing cannot be granted leave because of the necessity of maintaining sufficient staff to provide their services as needed, employees will be granted leave on the basis of their primary seniority. **Those who desire to attend the outing** but cannot be given leave on the day in question, will be granted equivalent leave with pay at a later date.
3. Such personnel absences will be permitted only if no overtime personnel services are necessary to cover such absences.

For the State of Rhode Island

For ACE/NEA

Angelo Azzinaro, Assistant Director
Labor Relations

Jeanne Jean, President

Alfred Colonies
Director of Personnel, CCRI
Dated: May 26, 1983

LETTER OF UNDERSTANDING

The parties agree that in the event Chapter 36-4-63 of the Rhode Island General Law is rescinded, amended or found to be invalid for any reason, either in whole or in part, the affected provisions of the Contract will be returned to their original form (as presented in the predecessor Contract) or amended to comply with any subsequent amendment, if any, to Chapter 36-4-63.

Director of Administration

President, ACE/NEA

Assistant Director of Administration

Dated: August 16, 1983

MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF RHODE ISLAND/COMMUNITY
COLLEGE OF RHODE ISLAND
AND
ASSOCIATION OF CLASSIFIED EMPLOYEES/NEA

PAY EQUITY

The parties agree that the issue of Pay Equity for female dominated classifications shall be left open and will be negotiated by the parties after the signing of the Agreement, with reopener negotiations each year of the Agreement. The parties agree still further that Pay Equity upgrades shall be separate from, and in addition to, any wage increases which employees might otherwise receive by any collective bargaining agreement now or hereafter in effect. No employee or classification shall be adversely affected by said implementation of Pay Equity.

For the State of Rhode Island

For the ACE/NEA

**MEMORANDUM OF AGREEMENT
LIST "B" NOTICES**

By execution of this agreement, the State hereby rescinds the notices dated 11/5/07 which advised union officials and employees of the State's intention to explore the subcontracting or privatization of some functions currently performed by bargaining unit members.

**MEMORANDUM OF AGREEMENT
NON-WAGE PROPOSALS**

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

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

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

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into by and between the State of Rhode Island and the Community College of Rhode Island Educational Support Professional Association/NEA.

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

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

NOW THEREFORE, in the best interests of the parties and to avoid an interruption of State services to the citizenry, on this ¹³ day of JANUARY, 2010, it is hereby agreed by and between the State of Rhode Island and the ^{tr} ESPA-CCRI ^{-NEA} that the Collective Bargaining Agreements/Memoranda of Settlement for the period of July 1, 2008 through June 30, 2012 remain unchanged except as follows:

No Layoff, Shutdowns or Pay Reductions:

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

Settlement Agreement and Consent Decree:

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

Pay Reduction FY 2010:

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

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

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

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

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

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

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

Salary Increase Delay:

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

Pay Reduction FY 2011:

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

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

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

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

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

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

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

Voluntary Leave Without Pay:

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

Reorganization, Elimination or Consolidation of Functions:

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

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

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

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

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

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

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

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

The parties acknowledge that, for the limited term of this Agreement, the terms set forth above shall be in lieu of the provisions of the collective bargaining agreement that address layoff and bumping, job 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 assigned and accreted to the collective bargaining unit covering that classification at that Agency/Division and the position will thereafter remain within that collective bargaining unit and the parties will work cooperatively to file the necessary documentation with the Labor Board;
- e) The employee's primary, secondary and State seniority shall all be determined in accordance with collective bargaining agreement covering that classification at that Agency/Division;
- f) If there are no qualified applicants for the position within the time limit contained in the applicable collective bargaining agreement covering the transferred employee, the vacant position will be filled in accordance with the collective bargaining agreement covering that classification at that Agency/Division;
- g) In no event shall the State change the bargaining unit affiliation of any affected employee except as described herein; and

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

Effect on Retirement:

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

Ratification:

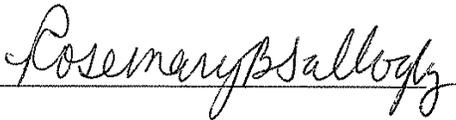
This Agreement is subject to (a) union membership ratification no later than _____, 2010 and (b) approval by the Governor of Rhode Island, or his designee.

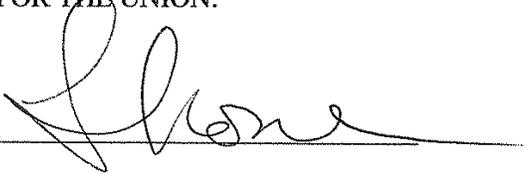
The undersigned agree to recommend ratification and approval of this Memorandum. Absent such ratification, the proposal set forth herein shall be null and void.

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

FOR THE STATE OF RHODE ISLAND:

FOR THE UNION:





EDITORIAL CORRECTION TO
MEMORANDUM OF AGREEMENT

WHEREAS, the State of Rhode Island ("State") and the Community College of Rhode Island Educational Support Professional Association/NEARI ("Union") entered a Memorandum of Agreement on or about _____ to address the State's fiscal crisis without the need for layoffs of Union members ("MOA").

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

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

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

Cash Payment for FY 2010 Pay Reduction Leave Days

Employees may elect to carry no more than four (4) Pay Reduction (PR) Days accrued in FY 2010 solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 2/28/10-3/13/10 (paycheck of 3/19/10), regardless of when the cash payment is made.

Cash Payment for FY 2011 Pay Reduction Leave Days

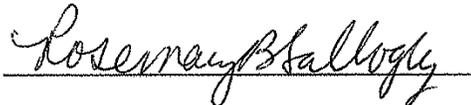
Employees may elect to carry no more than four (4) Pay Reduction (PR) Days accrued in FY 2011

solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. cash payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 1/2/2011-1/15/2011 (paycheck of 1/21/2011), regardless of when the cash payment is made. For employees who terminate from State service due to retirement, voluntary termination or death on or before 1/1/2011, cash payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 2/28/10-3/13/10 (paycheck of 3/19/10), regardless of when the cash payment is made.

Effective Date

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

FOR THE STATE OF RHODE ISLAND:



FOR THE UNION:

