

**AGREEMENT**

**BETWEEN**

**STATE OF RHODE ISLAND**



**AND**

**LOCAL 400  
INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS**

**AFL-CIO & CLC**

**DEPARTMENT OF TRANSPORTATION**

**EE-3115**

**JULY 1, 2013 TO JUNE 30, 2017**

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## **PREAMBLE AND PURPOSE**

This Agreement is entered into this \_\_\_ day of \_\_\_\_, 2014 by and between Local 400, International Federation of Professional and Technical Engineers, AFL-CIO & CLC, hereinafter referred to as the Union, and the State of Rhode Island, hereinafter referred to as the State, for the purpose of maintaining the optimum public service which the parties are committed to give to the people of Rhode Island; for the purpose of providing for the equitable disposition of all disputes and grievances; and for the purpose of promoting equitable economic standards and working conditions for the employees of the State covered by this Agreement.

Now, therefore, in recognition of these mutual obligations, the parties agree as follows:

### **ARTICLE I RECOGNITION**

**1.1** The State hereby recognizes the union as the sole and exclusive collective bargaining representative for all employees within the bargaining unit, said bargaining unit to consist of all those class of positions declared appropriate by the State Labor Relations Board in Case No. EE-3115. A full list of the above-mentioned classes of positions appears in Article V, Subsection 2, of this agreement.

**1.2** No negotiated Settlement Agreements or Memorandums of Agreements entered into after the ratification of this Agreement will have precedential effect, amend this agreement, or provide for wage rate adjustments unless they are signed by the Director of Administration or his/her designee.

### **ARTICLE II NON-DISCRIMINATION, EQUAL OPPORTUNITY & AFFIRMATIVE ACTION**

**2.1** The State and the Union agree not to discriminate against any member of the bargaining unit because of race, religion, creed, color, sex, age, disabilities, marital status, country of ancestral origin, sexual orientation, gender identity or expression, political beliefs or affiliations, and/or membership in any lawful organizations. The State and the Union further agree to adhere to all Federal Laws and regulations and State Laws pertaining to Equal Opportunity and Affirmative Action.

**2.2** The term “employee” as used in this agreement shall be construed as meaning both sexes, and where the male gender is used, it shall be understood as including both male and female employees.

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

**2.4** The Union agrees not to discriminate against any member of the bargaining unit in the administration of this agreement because of non-membership in the Union.

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

It shall be a goal and an objective of the State to develop and implement positive and aggressive affirmative action and to prevent future discrimination in any type of personnel actions. The Parties recognize their mutual obligations to practice good faith implementation of the goals contained in each department’s Affirmative Action Plan.

The State acknowledges its duty to inform employees of their obligation not to discriminate, intimidate or harass employees under applicable law, policy or this Agreement and of their obligation to adhere to the affirmative action plan and program that may be developed under applicable law of this Agreement. The State will notify employees, supervisors and managers at every level that any person, who, by action or condonations subjects another employee to harassment, shall be subject to appropriate discipline. The Union acknowledges its obligation to abide by the laws, regulations and policies, which prohibit discrimination, intimidation or harassment. The Union further acknowledges its obligation to inform its officers, agents and stewards to be sensitive to the requirement of this Article.

The Department may make an effort to fill new and vacant positions with due consideration to equal opportunity and affirmative action interest, especially when a manifest imbalance exists within a specific job category. Manifest imbalance, as used herein, shall mean the statistical under representation of minorities (as currently defined in federal employment law as Blacks, Hispanics, American Indians, including Alaskan Natives, and Asians, including Pacific Islanders) in specific job-categories.

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

**ARTICLE III  
UNION SECURITY AND  
DUES DEDUCTION**

**3.1** The State Controller shall deduct Union membership dues each pay period from the wages of Union members. The State Controller shall deduct each pay period from the wages of non-union members a service charge, as provided for by the R.I.G.L. 36-11-2, in an amount equal to the Union membership dues of Union members per pay period. The State Controller shall immediately transmit all deductions representing Union membership dues and service charges to the Treasurer of the Union.

**3.2** Within the bargaining unit covered by this agreement, only Union membership dues and service charges shall be deducted. Membership in the Union may be determined by each individual member of the bargaining unit.

**3.3** Union membership dues may be changed from time to time, and in the event of such change, the Treasurer of the Union will so notify the State Controller who shall make adjustments in the deduction of Union membership dues and service charges to reflect such change.

**3.4** The appointing authority shall give written notice, monthly, to the Treasurer of the Union, of those employees within the respective bargaining unit who become eligible for membership in the Union and of those employees who have resigned from employment or who have been terminated. For new employees, said notice shall include the employees' name, date of hire, classification, work assignment and location.

**ARTICLE IV  
UNION BUSINESS RIGHTS**

**4.1** Designated Union representatives and officers shall be granted time with pay during working hours to investigate, process, and adjust grievances, to attend hearings, meetings with the State officials, and meetings involving contract negotiations with State officials.

It is understood that full accountability for the use of such paid leave is a legitimate management concern.

**4.2** The State shall not discriminate against any Union officer, member, steward, or committee member, or representative as a result of performance of legitimate Union business.

**4.3** The Union shall provide a list of its officials listed herein to the State by November 1<sup>st</sup> of each year shall keep said list current as changes may occur. The Union officials are members of the Negotiating Committee, Executive Board, Grievance Committee, Stewards, Officers, and up to four (4) trustees.

**4.4** Union officers, Union representatives, as well as members of the International Staff, shall have the right to visit employees, Union officials, and unit representatives, and all committee members of the Union, on state premises for the purpose of discussing Union business.

The term "Unit Representative" as used in this section shall mean a person occupying the position of unit representative which is a part of the Union's Executive Board. The steward strictly handles grievances.

**4.5** Union officials or Union members elected or appointed to represent the Union at various Union conferences and conventions shall each be granted a maximum of ten (10) working days per year of leave without pay for such purposes, with the number of such employees per year not to exceed six (6). Requests for such leave without pay shall be submitted two weeks prior to the time being requested.

**4.6** The State shall supply a copy of the current collective bargaining agreement to each member of the bargaining unit within ninety (90) days after the parties complete and sign off on the proof reading of the contract, and a copy to each new bargaining unit members as they are hired.

**4.7** The State agrees to provide a reasonable amount of bulletin board space for exclusive use by the Union where notices may be posted in all buildings wherein members of the bargaining unit function, and at all field sites where members of the bargaining unit are assigned.

**4.8** The appointing authority shall prepare and forward to the Union office a seniority list of employees by classification seniority and bargaining unit seniority and shall notify the Union of additions and deletions every month. Seniority lists shall be updated every six (6) months.

## **ARTICLE V HOURS OF WORK**

**5.1** The parties agree that there shall be four basic work weeks as follows:

**A.** Standard 35.0 Hours –A 35.0 hour work week (5 consecutive days of 7 consecutive hours), exclusive of unpaid lunch periods.

**B.** Standard 40.0 Hours -- A 40.0 hour work week (5 consecutive days of 8 consecutive hours each), exclusive of unpaid lunch periods.

- C. Non-Standard – 5 consecutive days of at least 7 consecutive hours each, exclusive of unpaid lunch periods.
- D. Non-Standard, Non-Exempt – 5 consecutive days of at least 7 consecutive hours each, exclusive of unpaid lunch periods, and who receive overtime pay at time and one half for all hours worked in excess of forty (40.0) hours.

Nothing herein alters or addresses the parties' rights or obligations concerning the peculiar work hours or work weeks.

**5.2** Whenever the State creates a new position that will be included in the bargaining unit it shall be assigned a pay grade and basic work week by the Personnel Administrator in accordance with the Merit System Laws. The following listing identifies the present classes of positions within the bargaining unit declared appropriate by the State Labor Relations Board in Case No. EE-3115 or recognized by the mutual consent of the parties.

<u>Class of Position</u>	<u>Work Week</u>	<u>Pay Grade</u>
Accountant	35	20
Administrative Officer (5311-19)	NS	24
Auditor	35	K22
Automotive Service Specialist	40	18
Assistant Administrative Officer (5415-1751)	NS/NE	21
Assistant Building and Grounds Officer	40	24
Assistant Business Management Officer	35	19
Billing Specialist (DOT)	35	18
Bridge Safety Inspector	40	23
Chemist	35	23
Chief Clerk	35	16
Chief Implementation Aide (5415-1742)	NS	28
Civil Engineer	35/40*	27
Civil Engineering Associate	35/40*	25
Chief Real Estate Specialist	35	32
Clerk Secretary	35	K16
Community Liaison Officer	35	24
Contract Compliance Officer	35	23
Data Control Clerk	35	15
Electrical Inspector (Transportation)	40	23
Engineering Technician I	35/40*	13
Engineering Technician II (Administrative Services)	35/40*	19
Engineering Technician II	35/40*	19

(Construction & Maintenance)		
Engineering Technician II (Construction Records)	35/40*	19
Engineering Technician II (Materials)	35/40*	19
Engineering Technician II (Survey)	35/40*	19
Engineering Technician III (Administrative Service)	35/40*	23
Engineering Technician III (Construction & Maintenance)	35/40*	23
Engineering Technician III (Materials)	35/40*	23
Engineering Technician III (Surveyor-in-Training)	40	23
Engineering Technician IV (Administrative Services)	35/40*	27
Engineering Technician IV (Construction & Maintenance)	35/40*	27
Engineering Technician IV (Construction Records)	35/40*	27
<u>Class of Position</u>	<u>Work Week</u>	<u>Pay Grade</u>
Engineering Technician IV (Materials)	35/40*	27
Engineering Technician IV (Natural Resources)	40	27A
External Equal Opportunity Compliance Officer	35	23
Environmental Scientist	35	26
Fiscal Clerk	35	14
Fiscal Management Officer	35	K26
Geographic Information System Specialist I	35	26
Geographic Information System Specialist II	35	28
**Industrial Representative (Business & Industry)(Unclassified)	NS	131
Landscape Architect	35	23
Legal Assistant	35	19
Mechanical Parts Storekeeper	40	13
Monitor Advocate / Champs Coordinator	35	28
**Office Manager (#5332-1886, 5415-1660)	35	K23
Planner	35	22
Principal Auditor	35	28
Principal Chemist	NS	29
Principal Civil Engineer (Design)	35/40*	33
Principal Civil Engineer (Materials)	35/40*	33
Principal Civil Engineer (Transportation Planning)	35/40*	33
Principal Civil Engineer (Construction & Maintenance)	35/40*	33
Principal Clerk Stenographer	35	13
Principal Clerk Typist	35	12
Principal Historic Preservation Specialist	NS	28
Principal Planner	35	29
Principal Program Analyst	NS	K28
Principal Real Estate Specialist	35	29
Professional Land Surveyor	40	32

Programmer / Analyst I (Oracle)	35	28
Programmer / Analyst II (Oracle)	35	32
Real Estate Appraiser I	35	27
Real Estate Appraiser II	35	29
Real Estate Appraiser III	35	32
Real Estate Specialist	35	23
Records Analyst	35	24
Research Technician	35	19
Semi-Skilled Laborer	40	10G
Senior Accountant	35	23
Senior Auditor	35	25
Senior Civil Engineer (Construction & Maintenance)	35/40*	31
Senior Civil Engineer (Design)	35/40*	31
<u>Class of Position</u>	<u>Work Week</u>	<u>Pay Grade</u>
Senior Civil Engineer (Materials)	35/40*	31
Senior Civil Engineer (Transportation Planning)	35/40*	31
Senior Clerk Typist	35	09
Senior Draftsperson	35	23
Senior Environmental Scientist	35	30
Senior External Equal Opportunity Compliance Officer	35	27
Senior Industrial Safety Specialist	40	25
Senior Landscape Architect	35	26
Senior Photographic Specialist	40	23
Senior Planner	35	26
Senior Real Estate Specialist	35	26
Senior Word Processing Typist	35	12
Supervising Bridge Safety Inspector	40	27
Supervising Electrical Inspector	40	28
Supervising Historic Preservation Specialist	35	31
Supervising Landscape Architect	35	32
Supervising of Materials Standards and Compliance	NS/35/40*	31
Survey party Chief	40	26
Systems Support Technician I	35	18
Systems Support Technician II	35	21
Technical Support Specialist I (Unix / Ntwk)	35	28
Technical Support Specialist II (Unix / Ntwk)	35	32

\* Certain positions within this classification are assigned to a 35 hour work week or a 40 hour work week, identified by specific position number, due to the employee's assignment to either office or field duties.

\*\* Included by specific agreement. Certain other classes of position are exempted from the unit and are excluded due to their confidential administrative support duties.

**5.3** It is recognized that there are now other work schedules peculiar to certain classes of positions 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 for new, vacant or encumbered positions, 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. The State will have the right to determine that such change is necessary so long as such decision is not arbitrary or capricious and will be for good cause. In the event that a new schedule for hours of work is agreed upon, that schedule shall be posted and bid upon in accordance with the seniority provisions of this Agreement. If the hours are not agreed to, then the issue shall be submitted to expedited arbitration.

**5.4** Employees shall be granted a fifteen (15) minute coffee break during the first half and the second half of their work day. All employees shall be granted a meal period of not less than one-half hour duration nor more than one hour duration during each work day to be determined by the work day schedule that applies.

**5.5** No employee who has performed work before or after scheduled work hours will be required by the State to take time off or work a different work schedule to equalize his working hours.

**5.6** Part-time employees who work at least twenty (20) hours a week shall be entitled to fringe benefits on a pro-rata basis.

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

**5.8** 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 hour work week during the “evening tour of duty” or during the “night tour of duty” shall be compensated an additional seventy cents (.70¢) per hour over the rate prescribed for the classification in which their work is performed for all hours of the work week. Employees whose scheduled hours are 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:30 p.m. shall not receive shift differential for the 7:00 a.m. to 8:00 a.m. or the 3:00 p.m. to 4:30 p.m. hour and one-half.

Employees hired into state service on or after June 29, 2014 shall not receive shift differentials for hours worked between 7 a.m. and 3 p.m. Shift differentials will only be paid in accordance with agreed upon contract language.

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

- 1.** A flex workweek schedule shall only be implemented at the sole discretion of the Department. If the Department decides to implement a flex workweek schedule in any area or Department, it shall follow the following procedure:
  - a.** The Department shall notify in writing the Union and all affected employees at least 30 days prior to the proposed date of implementation.
  - b.** The Department shall schedule a meeting within ten (10) days of said written notice between the Union, all affected employees in the area or department, the employees' supervisor(s), the department personnel office and the Labor Relations Administrator or his designee.
  - c.** A flextime workweek will be implemented in an affected area or department only with mutual agreement between the Union and the State. Should no agreement be reached, then the existing work week shall be retained.
  - d.** In the event that it is not necessary for all employees in the affected area or department to work on a flex workweek schedule, it shall be offered to employees on the basis of classification seniority.
  - e.** Failure by the Department to exercise its discretion as outlined in the first paragraph in Section 1 above shall not be subject to the grievance procedure.

## **ARTICLE VI HEALTH AND SAFETY**

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

**6.2** The appointing authority shall take prompt and appropriate action to correct any unsafe conditions or actions, which are reported to or observed by him.

**6.3** Annually on January 1<sup>st</sup>, each party to this agreement will appoint three (3) representatives who will comprise the Safety Committee. This Committee will be chaired by the Department's Health and Safety Officer and shall meet upon the request of either party to discuss, make recommendations and take action on any safety or health problems that come before it. The Committee will draw up a safety code pertaining to bargaining unit members that it will review annually and recommend such revisions to the appointing authority and the Labor and Employment Law Practice Group as needed.

**6.4** First aid supplies shall be maintained and made available in buildings where members of the bargaining unit are located.

**6.5** When employees are required to undergo a physical examination in connection with their employment, the cost of such examinations shall be borne by the State.

**6.6** The parties hereby recognize the provisions of the Rhode Island Workplace Smoking Pollution Control Act and that smoking has been found to be dangerous to both smokers and nonsmokers alike, contaminating the air and creating an intrusion of the right of nonsmokers to enjoy a smoke-free, unpolluted working environment. Smoking is hereby prohibited in all State offices and at all meeting sponsored by the State. To assist in complying with this provision, the State shall offer smoking cessation programs to any interested employee.

## **ARTICLE VII INDEMNITY PROTECTION**

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

**7.2** The State will endorse any legislation to increase the present indemnity liability.

## **ARTICLE VIII OVERTIME PRACTICES**

**8.1** Overtime work shall be defined as the required performance of work in excess of the established work week. For such overtime work, the employee shall be compensated at one and one-half times the regular rate of pay of the employee.

**8.2** It is agreed that when it becomes necessary for the efficient conduct of the business of the State, the appointing authority may direct or authorize overtime work. An employee may be excused from being required to work overtime, provided another employee in the same classification is available and willing to work such overtime.

**8.3** Before a bargaining unit member undertakes overtime work, said work must first be authorized by the appointing authority, or his designee.

**8.4** When employees are required to work overtime, as much advance notice as possible will be given to such employee(s).

**8.5** Overtime work is to be made a matter of record and distributed fairly and equitably among employees capable of performing the work in their respective section and class of position. A record of overtime work will be furnished to the Union monthly.

**8.6** Hours credited for holidays, vacation, personal leave, and jury leave shall be considered as time worked for the purpose of computing overtime.

**8.7** Hours which are paid for but not actually worked shall not be counted as hours worked nor shall they be otherwise used in the computing of overtime compensation, except as provided in Section 8.6.

**8.8** Employees assigned to a standard thirty-five (35) hour work week, with the approval of the appointing authority may elect to receive compensatory time in lieu of cash for those hours worked between 35 and 40 in a work week. Compensatory time thus earned shall be at the rate of time and one-half. Employees who accrue compensatory time must use such compensatory time within three (3) months. Unused compensatory time shall be automatically paid to employees at the end of each three (3) month period.

## **ARTICLE IX GRIEVANCE PROCEDURE**

**9.1** For the purpose of this agreement, the term "grievance" means any difference or dispute between the State and the Union, or between the State

and any employee with respect to the interpretation, application and/or violation of any of the provisions of this agreement.

**9.2** There shall be a grievance procedure as follows:

**STEP 1**

- A.** A grievance shall be presented by the aggrieved employee and/or by the Union within ten (10) working days of the employee's and/or Union's knowledge of the occurrence of such grievance.
- B.** An aggrieved employee shall discuss his problem with his Union representative and immediate supervisor, who shall attempt to settle the problem within three (3) working days.

**STEP 2**

- A.** If a grievance is not resolved in Step 1 above, it shall be reduced to writing and submitted to the designee of the Director of Administration by the aggrieved employee and/or by the Union within fourteen (14) days of the employee's and/or Union's knowledge of the occurrence of such grievance. The written grievance shall set forth the factual and contractual allegations of the grievance, as well as the relief requested. The aggrieved employee and/or the Union representative shall meet, within fourteen (14) days of the submission of the written grievance, with the Director's designee who shall conduct a hearing on the grievance. Two (2) Union officers and the aggrieved may present the grievance at the hearing. Such designee shall render a written decision to the Union and to the employee within fourteen (14) days of the hearing. The decision shall respond to the factual and contractual allegations of the grievance.

**STEP 3**

- A.** In the event the grievance is not settled in a manner satisfactory to the aggrieved member and/or the Union, then such grievance may be submitted to arbitration in the manner provided herein, within thirty (30) days from such transmittal of the Step 2 decision. Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The State, on request, will produce payroll and other records, as necessary. Members of the Union committee, stewards, the aggrieved employee and employee witnesses, who are State employees, will be paid at their regular rate of pay up to their normal quitting time for time spent in processing grievances. The Union representative

will have the right to assist the aggrieved at any step of the grievance procedure.

### **MISCELLANEOUS**

- A.** Nothing contained herein deprives an individual employee of the right to process their grievance without Union representation. If such grievance is processed without Union representation, the facts and disposition of said grievance will be furnished to the Union.
- B.** The grievant may be represented by a third party at Step 2 or Step 3 of this procedure, upon the mutual consent of the State and the Union, in writing.
- C.** It is also agreed that in all cases of suspension, dismissal or class actions, the aggrieved and/or the Union may go immediately to Step 2 of the grievance procedure.
- D.** Sustained grievances will be implemented or the necessary paperwork to implement the decision will be initiated within five (5) working days after the receipt of the decision by the Department.
- E.** Nothing in this Article prohibits the Union and the Department from meeting to resolve a grievance prior to hearing.

**9.3** A civil service employee may process his grievance through either the civil appeal procedure or the grievance procedure. The pendency or granting of a hearing before the Personnel Appeal Board, provided the claim is within the jurisdiction of the Personnel Appeal Board, shall be deemed a waiver of the employee's right to proceed to utilize the grievance procedure as provided in the Contract. However, in the event the Personnel Appeal Board refuses to hear an employee's appeal on the merits, then said employee shall have two (2) weeks after such denial within which the grievance procedure may be utilized.

- 9.4**
- A.** If a grievance is not settled under Section 9.2, such grievance shall, at the request of the Union or the State, be referred to the Labor Relations Connection (or any other entity that the parties agree to), unless both parties agree to utilize its procedures set forth in 9.4(B).
  - B.** As an option to the above arbitration procedures, either party may submit its grievance for arbitration to an expedited system of arbitration based on the following conditions:

1. Arbitrator, to be mutually agreed upon by State and Union in such expedited procedure, shall be selected from a list of ten (10) arbitrators and shall be contained in a letter of understanding affixed to this contract. The parties agree that the expedited arbitration option can be utilized only by mutual agreement of the parties.
  2. Grievances, after having been processed at the appropriate step(s) of the grievance procedure, shall be submitted promptly to expedited arbitration by letter from the moving party to the arbitrator with a copy of such letter to the other party. Hearing of the case shall take place within ten (10) working of the date such grievance was filed for arbitration with the arbitrator. Award of the arbitrator shall be issued in writing within ten (10) working days of such hearing.
  3. If the arbitrator first agreed upon by the parties is unable to hear the case in question within ten (10) working days from the time the grievance is filed for arbitration, the parties shall proceed to select an alternate arbitrator from the list of ten (10) arbitrators referenced in this subsection.
  4. The parties may mutually agree upon time limitations different than those set forth in this subsection.
  5. Whenever expedited arbitration is required by this Agreement, as for example, in disputes over layoff, bumping and recall, only the selected list of arbitrators shall be used in all such cases. The Labor Relations Connection Rules for Expedited Arbitration shall be applied to the conduct of the proceeding. Any such arbitration award will be accorded the same import as if the regular arbitration procedure had been utilized.
- C.** The State shall, within 60 days of ratification, provide to the Coalition Bargaining Team and University of Rhode Island Schmidt Labor Research Center (the "Labor Institute"), a disk containing the electronic copies (i.e. PDF files) of the arbitration decisions that the State has compiled to date. The parties will also jointly request that the Labor Relations Connection provide an electronic copy of all arbitration decisions to the parties and to the Labor Institute.

**9.5** The Rhode Island Department of Labor and the Federal Mediation and Conciliation Service, recognizing that a mechanism which provides for an informal and expeditious resolution of grievances not only alleviates the costs attributed to arbitration, but also creates a more harmonious Labor-

Management relationship, hereby enter into this agreement with the State of Rhode Island and International Federation of Professional and Technical Engineers, Local 400. The purpose of the agreement is to provide for the mediation of grievance disputes as an alternative to arbitration. The program will be administered by the Department of Labor. It is understood by the parties that this program will exist for so long as or until such time as either party notifies the Director of Labor that it wishes to terminate the agreement.

The following procedures will be followed in the use of mediations:

- 1.** Before a grievance is submitted to mediation, it must have been processed through the third level of the internal grievance procedure.
- 2.** The parties by mutual consent may submit unresolved grievance to mediation by filing a request for a hearing with the Director of Labor within fifteen (15) work days of the receipt of the written response to the grievance at the Labor Relations Level of the Grievance Procedure.
- 3.** The Department of Labor will assign a Mediator to the grievance within ten (10) working days of the receipt of the parties' request for mediation. The Mediator will ordinarily be an employee of the State Department of Labor or the Federal Mediation and Conciliation Service.
- 4.** The assigned Mediator will schedule a mediation conference at a mutually agreeable time, normally, at the Rhode Island Department of Labor, no later than fifteen (15) working days after his/her assignment to the case. The Mediator will ordinarily schedule no more than three (3) grievances for conference in a single day. The decision to postpone a hearing shall rest with the Mediator.
- 5.** Should the assigned Mediator be unable to execute his or her responsibilities within the prescribed time period, another Mediator shall be assigned to the case unless the parties mutually agree to retain the Mediator and hold the Conference at a later date.
- 6.** Grievances will be mediated one at a time in an informal setting. Relevant factors will emerge in a narrative fashion, without examination of witnesses, formal rules of evidence or record-keeping.
- 7.** The individuals necessary to effectuate the resolution of the grievance shall be in attendance.

- 8.** The Mediator may schedule and structure meetings in whatever manner he/she believes is most productive. (Joint, separate, off-the-record meetings etc.)
  - 9.** Should the parties not be able to resolve the grievance to their mutual satisfaction after a reasonable period of time, the Mediator or either one of the parties shall withdraw the case from mediation.
  - 10.** It is understood by the parties that in no event will the Mediator issue an advisory opinion on the matter.
  - 11.** Should the parties' resolve the grievance as a result of the mediation process, the parties shall sign a settlement which will set forth the terms of the agreement that they have reached. It is understood all grievance settlements will not be considered as precedent-setting unless the parties agree that to be the case in the terms of the settlement.
  - 12.** It is understood by the parties that all discussions between the Mediator, the disputing parties and/or the grievant shall be privileged and treated as confidential. Any settlement proposal made by either party at the mediation session shall not be referred to at any future arbitration hearing or any other proceeding.
  - 13.** All written material which is submitted to the Mediator during the mediation conference will be returned to the respective parties upon the conclusion of the meeting.
  - 14.** It is agreed by the parties that any Mediator conducting a grievance mediation conference shall not be called as a witness in any arbitration, administrative hearing or court proceeding arising out of a grievance.
- 9.6** 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.
- 9.7** Only grievances arising out of the provisions of this contract relating to the interpretation, application and/or violation thereof may be submitted to arbitration. The arbitrator shall have no authority to add to, subtract from, disregard, or modify any of the provisions of this agreement. The arbitrator's authority shall be restricted to the interpretation, application and/or violation of the provisions of this Agreement only.
- 9.8** 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 his section shall not be applied to any obligation arising under this contract.

**9.9** All submissions to arbitration must be made within thirty (30) days after the decision is rendered by the Department of Administration Director's designee.

**9.10** The parties may mutually agree to extend any time limits specified in any and all steps of the grievance procedure, as well as, the time span during which the Union may submit a grievance to arbitration.

**9.11** The term "working days" as used throughout Article IX shall mean any of the days on which a member of the bargaining unit is regularly scheduled to work.

**9.12** If the appropriate State official or the designee provided for in certain steps of the Grievance Procedure fails to reply to the Union and the employee within the time limits set forth in each of the steps of the grievance procedure, then the Union may file the grievance at the next step of the grievance procedure.

**9.13** Terminations shall be expedited where possible, but shall not be subject to the rules of expedited arbitration.

## **ARTICLE X DISCIPLINARY ACTION**

**10.1** All disciplinary action leveled at employees, and all suspension, demotions, and discharges of employees, shall be for just and sufficient cause only.

**10.2** When 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.

**10.3** At the request of the Union, grievances involving disciplinary action, suspension, discharge, or demotion shall be given priority over all other grievances then being processed.

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

**10.5** If the appointing authority or his designee has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the general 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 had not committed any further infractions of appropriate rules and/or regulations, all written reprimands shall be expunged from the employee's personnel records, and shall be permitted to respond thereto. Oral reprimands to be removed after six (6) months. The contents of an employee's personnel record shall be disclosed to the employee upon his/her request and with the employee's permission shall also be disclosed to the employee Union representative.

The State agrees that there shall be one official personnel file, which shall be kept by the Human Resources Office. No material derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file, unless he/she has had an opportunity to review the material. The employee shall acknowledge his/her review of the material by signing the actual copy to be filed with the understanding that such signature signifies only that he/she has read the material and that such signature does not indicate agreement with the contents of the material.

When an employee wishes to review his/her personnel file, the employee shall submit a request in writing and schedule a mutually acceptable appointment with the Human Resources Office. The employee, if he/she so wishes, may have a Union representative present. The State shall allow each employee in the bargaining unit the right, upon request, to review the contents of their personnel file. Material including references obtained relative to an employee's initial appointment shall be considered confidential and not subject to review by the employee.

Disciplinary action may include any of the following, where appropriate:

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

If an employee is being questioned by a supervisor or management official on a matter which indicates the possibility of disciplinary action resulting, the employee will be permitted to have a Union representative present.

## **ARTICLE XI SICK LEAVE**

**11.1** Sick leave with pay shall be granted to employees covered by this Agreement. Sick leave with pay is hereby defined to mean a necessary absence from work due to personal 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; provided, however, that sick leave for family illness shall not exceed ten (10) working days during a calendar year. The definition of Immediate Family for the purpose of sick leave and bereavement leave shall include domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family.

**11.2** Employees whose basic work week is either thirty-five (35) hours or non-standard shall accrue four (4) hours for each bi-weekly period of service; employees whose basic work week is forty (40) hours shall accrue five (5) hours of each bi-weekly period of service.

**11.3** When the total accumulation shall amount to 875 hours (125 days) for an employee assigned to a thirty-five (35) hour schedule or non-standard schedule, and 1000 hours (125 days) for an employee assigned to a forty (40) hour work week schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.

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

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

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

## **11.5**

- (a) For each discharge of leave of three (3) to less than five (5) consecutive days, the employee's appointing authority shall require, and the worker shall provide, a properly completed Employee Certification of Necessary Absence Form (Affidavit) as provided in the Appendix of this Agreement.
- (b) For each discharge of leave of five (5) or more consecutive days, the employee's appointing authority shall require, and the employee shall provide properly completed employee and physician portions of the appropriate United States Department of Labor form (currently WH-380-E, WH-380-F, WH-384 or WH-385) as provided in the Appendix of this agreement.
- (c) In order for the appointing authority to designate an absence as FMLA qualifying leave, the employee must provide the appropriate federal form referenced in (b).
- (d) Nothing herein exempts the employee's obligation to comply with the employing agency's procedure for the need for such leave and obtaining prior authorization as required.
- (e) Notwithstanding the above, the appointing authority, upon reasonable suspicion of leave abuse, may request a properly completed form (as referenced in (b)) for any and all paid or unpaid absences for medical reasons regardless of the duration and the employee will be required to provide such documentation.
- (f) To protect employee privacy rights, all documents containing confidential medical information are maintained as confidential medical records and are kept in separate, secure medical files in the Human Resources Service Center office. Access to these records is restricted as provided by law.
- (g) Nothing herein shall adversely affect an employee's right to leave under either State or Federal leave laws. All absences due to qualifying medical reasons shall count towards an eligible employee's leave under such laws.
- (h) Nothing herein shall be construed to conflict with G.L. 1956 § 36-4-63.

**11.6** In the event of death in the employee's family, the employee shall be entitled to bereavement leave 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.

If more than the above days of bereavement leave are needed, such additional time must be charged to annual or personal leave. Sick leave requests must be in accordance with the provisions of Article 11 Sick Leave.

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

- A.** At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- B.** It is agreed that pregnant employees who have exhausted their sick leave accruals, or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the appointing authority of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three (3) months nor more than twelve (12) months and may be extended by mutual consent, and an early return by the employee may be made upon completion of a minimum of three (3) months and written notice of thirty (30) days to the appointing authority.
- C.** A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties and her continuance at work does not deprive her fellow employees of their contractual rights.
- D.** Parental leave shall be defined as leave without pay for the purpose of child raising and shall be made available to all employees, male or female, covered by this agreement. Such leave shall not exceed six (6) months.

**11.8** Whenever an employee shall be absent from his duties and receiving compensation as provided in the Workers' Compensation laws, he shall be

granted sick leave in accordance with the rules applicable hereto, in an amount not to exceed his regular compensation. Deductions from accumulated credits shall be applied only to that part of his salary which is paid as an addition to Workers' Compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay.

**11.9** Any employee whose employment requires exposure to X-rays and/or gamma rays or other unusual employment hazard shall be granted special sick leave credits not to exceed 120 hour in a calendar year if he is a 40 hour employee or 105 hours in a calendar year if he is a 35 hour or non-standard employee. Such sick leave credits shall be available and sick leave granted upon the approval of the Personnel Administrator or the written recommendation of the appointing authority. Such recommendations shall be based upon a determination by blood tests or other approved methods and supported by a statement from a qualified physician that the health of the employee required such sick leave to permit recuperation from exposure to such occupational hazards.

**11.10** The parties recognize the desirability of light duty assignments as a means of returning injured workers to productive employment. The Director of Administration or the Director of the Department of Transportation, which ever is appropriate, and/or her/his designee in agreement with the Union shall define and assign transitional employment for employees who have job related injuries or illness which prevent or limit performance of full job duties and responsibilities within the following parameters:

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

If no transitional employment is available in the employee's classification, the employee may be offered work outside her/his 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 intervals shall be agreed upon by the Union, the appointing authority, and the employee. The transitional employment period shall not exceed six (6) months unless mutually agreed upon by the Union, the appointing authority, and the employee with medical documentation.

If the employee cannot return to his/her classification and/or assignment based upon medical verification after attaining maximum medical improvement, the State shall attempt to assist him/her with

other employment, education or training in State service within the bargaining unit in accordance with the contract and the Worker's Compensation Laws.

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

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

#### **11.11 Sick Leave Bank**

- 1.** The State and the Union agree to establish a Sick Leave Bank Committee who shall be responsible to administer a Sick Leave Bank in the bargaining unit covered by the Agreement.
- 2.** Each Sick Leave Bank Committee shall be composed of six (6) members, three (3) of whom shall be appointed by the President of the Union and three (3) by the State. The Sick Leave Bank Committee shall establish the rules and procedures to be used by employees who have contributed to the Sick Leave Bank. Each Sick Leave Bank Committee may decide, by majority vote, to permit sick leave bank donations to be made on an as needed basis. Decisions of the Sick Leave Bank Committee to grant sick leave bank days shall be by majority vote, shall be final and shall not be subject to the grievance and arbitration provisions of the contract.
- 3.** 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 must make contributions to the Sick Leave Bank on January 2 of each calendar year. Any employee who does not make a contribution to the Bank shall not be eligible to apply to the Bank for any sick leave.
  - e. Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall contribute up to eight (8) hours of sick leave if assigned to a forty (40) hour work week and up to seven (7) 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. All sick leave hours accrued while discharging sick leave hours granted by the sick leave bank committee must be discharged prior to discharging available sick leave bank hours.
  - h. Part-time employees may participate on a pro-rated basis.
4. Any unused sick leave remaining in the Sick Leave Bank on December 31 shall not be carried forward into the next year.
  5. 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 up to one additional day (8 hours or 7 hours) from those employees who made a contribution for that calendar year.

## **ARTICLE XII HOLIDAYS**

**12.1** The following shall constitute the official paid holidays to be granted to each employee in each year: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Armistice Day, Veterans Day, Thanksgiving Day, any day on which a general election of State officials is held as Election Day, Christmas Day, any day which the Governor shall appoint as a holiday, any day which shall hereafter be appointed by the General Assembly to be a holiday.

**12.2** If a holiday falls on a regular scheduled work day, the employee shall be entitled to the day off and shall be paid for the number of hours in his official work schedule for that day.

**12.3** Whenever an employee in a standard or non-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 one and one-half times. The employee reporting for work will be compensated for a minimum of four (4) hours at straight time or for the hours actually worked at the time and one-half rate, whichever is greater.

**12.4** If a holiday falls on one of an employee's regularly schedule days off, he shall be paid for the number of hours for one day in his official work schedule. The hours for which payment is made for this day shall not be used in the computation of overtime.

**12.5** Whenever an employee is required to work on a holiday which falls o one of his scheduled days off, he shall be paid for the number of hours for one day in his official work schedule, plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of one and one-half times. The employee reporting for work will be compensated for a minimum of four (4) hours at straight time or for the hours actually worked at the rate of one and one-half times, whichever is greater.

**12.6** 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 his absence on that date.

**12.7** If the General Assembly eliminates a holiday the employees covered by this contract will be given an additional personal leave day. If the General Assembly subsequently adds a holiday, the additional personal leave day will be withdrawn.

**12.8** The parties agree that for the purpose of overtime pay under this Article Christmas, New Year's Day, Fourth of July, and Veteran's Day holidays shall be observed on Saturday or Sunday in those years when such holidays fall on Saturday or Sunday rather than on Monday as provided for by R.I.G.L. 25-1-1 et. seq. The parties further agree that when such holidays fall 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 but shall receive their regular rate of pay for that day. This provision shall not apply to employees whose regularly scheduled work week is Monday through Friday.

**ARTICLE XIII  
VACATIONS**

**13.1** On January 1<sup>st</sup> of each year, employees shall be credited with certain vacation hours in accordance with the following schedule. The hours which are designated as up-front hours shall not be subject to the accrual formula. The balance of an employee's vacation entitlement shall be subject to accrual in accordance with the following formula:

<u>Years of Service</u>	<u>Up Front Hours</u>		<u>Hours Subject To Accrual</u>		<u>Total</u>	
	<u>NS/35 Hrs.</u>	<u>40 Hrs.</u>	<u>NS/35 Hrs.</u>	<u>40 Hrs.</u>	<u>NS/35 Hrs.</u>	<u>40 Hrs.</u>
At least 6 mos. but not more than 5 yrs.	14	16	56	64	70	80
At least 5 yrs. but not more than 10 yrs.	14	16	91	104	105	120
At least 10 yrs. but not more than 15 yrs.	28	32	98	112	126	114
At least 15 yrs. but not more than 20 yrs.	28	32	112	128	140	160
At least 20 yrs. but not more than 25 yrs.	63	72	119	136	182	208
Twenty-five years or more	63	72	133	152	196	224

ACCRUAL FORMULA

Hours Subject To Accrual

<u>NS/35 Hrs.</u>	<u>40 Hrs.</u>	<u>Rate</u>
56	64	.0308
91	104	.0500
98	112	.0538
112	128	.0615

119	136	.0654
133	152	.0731

**13.2** “Up Front Hours” 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 separate entry on the Accrued Hours Quarterly Statement.

In the event that an employee’s work week schedule is changed from a standard forty (40) hour work week to a standard thirty-five (35) hour work week or in the event that an employee’s work week is changed from a standard thirty-five (35) hour work week to a standard forty (40) hour work week, his/her accrued hours shall not be adjusted to reflect an equivalent number of hours vacation in the new work week schedule. For example: if any employee is entitled to a total of 140 hours vacation in a standard forty (40) hour work week, and the employee changed to a standard thirty-five (35) hour work week, the hours accrued pursuant to the formula for a standard forty (40) hour work week shall not be reduced to reflect an equivalent number of vacation hours that would have been accrued in a standard thirty-five (35) hour work schedule. Conversely, if an employee is assigned to a thirty-five hour work week is changed to a standard forty (40) hour work week, his/her accrued vacation hours shall not be increased to reflect an equivalent number of eight (8) hours vacation that would have been accrued in a standard forty (40) hour work week schedule.

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

**13.3** When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation time equal to his vacation credits, such employee or his estate shall on such termination be entitled to receive full pay for each our of vacation to his credit as of the date of termination..

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

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

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

**13.7 A.** An employee who ill during the course of his vacation shall be given an opportunity to change his vacation to sick leave, if he so desires, with the condition that he file with the proper appointing authority a physician's certificate upon his return to work confirming the illness.

**B.** If an employee has a death in the family that is covered by the bereavement article during his vacation then the employee can change the vacation days to bereavement leave.

**13.8** Employees may be allowed to carry over, from one year to another year, not more than the vacation time accrued and credited in a two (2) year period. Provided, however, that all vacation time that is carried over, in excess of the amount of vacation time that can be accrued in a one (1) year period, shall not be subject to the cash out provision of Article 13.3.

#### **ARTICLE XIV EDUCATIONAL LEAVE**

**14.1** When Federal funds have been appropriated to the Department of Transportation for education and training of personnel in the bargaining unit, and such funds provide for the total salaries of participating personnel and tuition costs, the appointing authority will notify the Union and may, consistent with Department staff requirements, determine the number of employees who may be approved to participate in such education and training programs. The appointing authority will establish the criteria for eligibility and the conditions applicable for participation in such program.

**14.2** Part-time Education Leave.

Employees within the bargaining unit will be allowed to participate in part-time educational courses. Such courses must be approved by the appointing authority as being job-related. The State agrees to pay the full tuition cost of such courses. Where such courses are not available outside the employee's normal working hours, a maximum of up to ten (10) employees may each be granted up to one-half day per week to attend such courses.

No more than two (2) employees from each section will be granted administrative leave at the same time. Selection of employees applying to attend such courses will be made on the basis of bargaining unit seniority in each respective section. No employee will be permitted to take a second course until all employees in that section of the bargaining unit, who wish to participate, have had the opportunity to take one (1) approved course. Employees cannot be granted administrative leave if such leave would

significantly affect the ability of the employee's section to provide the services for which the section is responsible.

Applications for such leave must be submitted at least thirty (30) days in advance of the start of the course, provided the course is offered in sufficient time to allow for a 30 day notice. Administrative leave will be for a maximum of one-half day per week and shall be granted only when the course in which the employee is to participate is not available outside the employee's normal work schedule. There shall be no limitation on the number of employees entitled to take the job-related courses following the completion of the work day.

**ARTICLE XV  
INCLEMENT WEATHER /  
EMERGENCIES**

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

1. The Department of Administration shall determine the designated starting time of the emergency.
2. Employees who are either allowed to leave their work place early or are excused from traveling to work shall be allowed to discharge vacation leave, personal leave or sick leave. An employee who elects to discharge sick leave may discharge up to a maximum of two (2) sick days per calendar year for such events.
3. Employees who are required to remain at their place of work or to travel to work shall be compensated at the rate of time and one half for each hour worked commencing at the designated starting time of the emergency as determined by the Department of Administration.

**ARTICLE XVI  
CALL IN TIME**

**16.1** Employees who are called in to report to work after having left their place of employment and outside their regular scheduled work hours, and employees who are notified prior to the expiration of their shift that they are being called into work before the start of their next scheduled work shift shall receive not less than four (4) hours pay at their overtime rate; provided, this four-hour minimum shall not apply when such employees work continuously into the start of their next regular work shift and will not apply to a single call where an employee works continuously into his assigned shift.

**ARTICLE XVII  
NO STRIKES OR  
LOCKOUTS**

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

**17.2** It is agreed that all provisions of this agreement are binding on each of the individuals covered by this contract and on the State.

**ARTICLE XVIII  
SEVERABILITY**

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

**ARTICLE XIX  
SAVINGS CLAUSE**

**19.1** Except as otherwise expressly provided for in this agreement, all privileges and benefits which employees have hitherto enjoyed shall be maintained and continued by the State during the term of this agreement.

**ARTICLE XX  
ALTERATION OF AGREEMENT**

**20.1** The State and the Union acknowledge that this agreement represents the results of collective bargaining negotiations between the said parties conducted under and in accordance with the provisions of Chapter 36-11 of the Rhode Island General Laws and constitutes the entire agreement between the parties for the duration of the life of said agreement. The parties agree that after execution of this agreement, the agreement may be altered or modified only by

the, mutual consent of the parties, and any alteration or modification of this agreement shall be binding upon the parties hereto only if executed in writing.

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

**ARTICLE XXI  
TECHNOLOGICAL CHANGES**

**21.1** In the event the State introduces new equipment, methods and processes as a substitute for or replacement of present equipment, methods and processes, employees in positions (jobs) affected by such changes and innovations shall be given a reasonable period of time to train in the use of such new equipment, methods and processes.

**ARTICLE XXII  
HEALTH AND WELFARE**

**22.1** The State will maintain the current health benefits through June 30, 2012, through a product provided by Blue Cross, United Health Care, or a substantially equivalent package of benefits delivered through a PPO, except as set forth herein.

Effective January 1, 2015 the health benefits shall be as follows:

In-Network Deductible*	\$250(\$500 family)
In Network OOP Max	\$250 (\$500 family)
OON Deductible	\$500
OON OOP Max	\$3250 (\$6500 family)

\*The \$500 family deductible is cumulative, meaning once any combination of family members has paid \$500 toward items covered by the deductible, the deductible has been met.

**22.2** The parties shall consider modest health care plan design changes, to be effective July 1, 2006, that will provide additional savings in the overall cost of the premium which would allocate slightly more costs to the direct users, which at a minimum shall implement increases in Emergency Room co-pays from \$25.00 to \$30.00 and Urgicare co-pays from \$10.00 to \$15.00.

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

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

**22.3**

Effective July 1, 2014, the following co-pays shall be in effect:

1. Primary Care office visit co-pay is \$15 (includes internal medicine, family practice, pediatrics and geriatrics);
2. Emergency room co-pay to increase to \$125;
3. Urgent Care co-pay to increase to \$50;
4. Specialist office visit co-pay to increase to \$25 (includes all physicians other than primary care physicians).

**22.4** Effective June 26, 2005, employees shall contribute toward the costs of health care coverage in the amount equal to 2.5% of base wages and 0.5% of other wages. Said amounts shall be via payroll deductions.

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

For full time employees:

Effective 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 April 6, 2014:			
Individual Plan		Family Plan	
Less than \$95,481	20%	Less than \$48,696	15%
\$95,481 and above	25%	\$48,696 to less than \$95,481	20%
		\$95,481 and above	25%

Effective October 5, 2014:			
Individual Plan		Family Plan	
Less than \$95,481	20%	Less than \$49,670	15%
\$95,481 and above	25%	\$49,670 to less than \$95,481	20%
		\$95,481 and above	25%

22.5 If two State employed spouses hired on or after June 29, 2014 are covered under one State family insurance plan, the co-share set forth in this Collective Bargaining Agreement shall be determined based on the income of the higher earner of the two spouses as determined by the annualized total rate of pay. Further, the spouse that does not receive insurance through the State but is covered by their State employed spouse will not receive the waiver payment.

22.6 For clarification purposes only, employees on paid or unpaid leave are responsible for their regular co-share payment for health insurance (i.e. medical, dental and vision). Failure to make such payments may result in termination of such benefits upon thirty (30) days' notice.

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:	
<u>Individual or Family Plan</u>	
Less than \$55,000	15%
\$55,000 to Less than \$90,000	20%
\$90,000 and above	35%

Effective July 1, 2010:	
<u>Individual or Family Plan</u>	
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.

**22.7** 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.

**22.8** 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 following co-pays shall be in effect:

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

<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
\$5.00	\$20.00	\$40.00

Effective July 1, 2014, the following co-pays shall be in effect:

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

<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
\$7.00	\$25.00	\$45.00

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

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

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

**22.9** These changes supersede any conflicting provisions of Article 22 of the 1995-2000 Agreement.

**22.10**The State will provide a vision/optical care program for the employee.

**22.11**Dental Program:

The State will provide a dental plan for the employees and their family. The coverage shall be \$1,200 under the dental program to be effective upon the expiration of the current dental program. Effective January 1, 2009, the following dental change shall be in effect: Dental plan crown coverage shall be changed to 80%.

**22.12**The State agrees to continue to provide all benefits listed above for a period not to exceed three (3) months for all employees who are laid off.

**22.13** 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.

#### **22.14 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.

**22.15** The State shall, after meeting and conferring with the Union, have the right to offer any other health care plans to State employees during the terms of this agreement provided participation is voluntary and such plans do not result in a higher employee co-share percentage. If the State offers such voluntary plans, those that elect to participate will be included in the pool of insured for the purpose of determining the working rate for the primary plan outlined in the Collective Bargaining Agreement. The provision will expire at 11:59 P.M., June 30, 2017.

### **ARTICLE XXIII GROUP LIFE INSURANCE**

**23.1** It is agreed that all employees shall be eligible to participate in the State Employees' Group Life Insurance Program, as established by R.I.G.L. 36-12-6 of the General Laws of 1956, as amended. The following provisions of the insurance program are set forth herein:

- A.** Each new employee will be automatically covered, unless such employee designates in writing that he desires not to be insured.
- B.** Each covered employee will be provided with an amount of group life insurance equal to the amount of his annual compensation 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 amounts of insurance will be reduced by one percent (1%) thereof at the end of such calendar year 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 (65<sup>th</sup>) birthday.
- D.** The cost to the employee of such insurance shall not exceed the rate of twenty-five cents (.25¢) biweekly for each one-thousand dollars (\$1,000.00) of his group life insurance.
- E.** Upon an employee's termination from State service, the policy may be converted to an individual policy of life insurance at standard rates.

**ARTICLE XXIV  
PERSONAL BUSINESS LEAVE**

**24.1** Each member of the bargaining unit shall be entitled to 32/28\* hours of personal leave with pay to attend to personal business per calendar year. Such leave may be used for personal religious observances.

Employees appointed prior to March 30 shall be entitled to 32/28 personal leave hours as provided.

Employees appointed between April 1<sup>st</sup> and prior to July 1<sup>st</sup> shall be entitled to 24/21 hours personal leave as provided.

Employees appointed between July 1 and September 30 shall be entitled to 16/14 hours personal leave as provided.

**24.2** Employees newly appointed between October 1 and December 31 shall be entitled to 8/7 hours of personal leave as provided in this Article.

**24.3** Employees shall not be required to state the reason for personal leave. Prior approval for personal leave must be obtained and may only be denied if the resulting absence interferes with the proper conduct of division functions. Employees denied personal leave on Good Friday afternoon, the day before Christmas or the day before New Year's Day due to "interference with the proper conduct of division functions" shall be entitled to take the half day personal leave at another time. Personal leave shall not be carried over from year to year.

\*32/28 means that an employee in a forty (40) hour work week shall receive thirty-two (32) hours or a proportional amount depending upon date of appointment and twenty-eight (28) hours for a thirty-five (35) hour or non-standard work week or a proportional amount depending upon date of appointment.

**24.4** Grievances arising out of this provision shall be filed directly with the Office of Labor Relations; a hearing and decision shall be rendered within forty-eight (48) hours of the receipt of such grievance.

#### **ARTICLE XXV CAR MILEAGE ALLOWANCE**

**25.1** Mileage will be paid at the rate set by the Internal Revenue Service.

**25.2** During the normal scheduled work day, the State will consider an employee, who has within a reasonable period of time notified his/her appropriate supervisor of a breakdown of their privately owned vehicle while in transit on officially authorized State business, to be on work status in connection with the necessary repairs to said vehicle. Such work status for such purpose is not to be valid beyond the normal scheduled work hours of the employee affected.

#### **ARTICLE XXVI MISCELLANEOUS**

**26.1** Employees not included in the recognized bargaining unit shall not perform work normally assigned to employees in the bargaining unit to displace said employees, except in an emergency situation as defined in Section 33.1 (F).

**26.2** The parties agree to make recommendations and to actively support such recommendations to the Legislature, which may be necessary to give force and effect to the provisions of this agreement.

**26.3** The State agrees to notify the Union that it may submit its input to the Office of Personnel Administration, Examination Section, at the same time that such notices are sent to the proper appointing authority requesting its input.

**26.4** A clothing allowance of one-hundred and fifty dollars (\$150.00) annually will be provided to employees assigned to field duties and materials laboratory duties. Under this provision, field duties is defined as those employees in a forty (40) hour work week who perform one hundred percent (100%) of their duties in the field. The Director of the Department will designate which employees will receive the clothing allowance effective the first pay period in July commencing July 1993. The Union will review the list of employees designated by the Director of the Department of Transportation thirty (30) days prior to said employees becoming eligible for the clothing allowance for each subsequent year. In the event the Union disagrees with any designations, the Union may refer the matter to the Office of Labor Relations.

**26.5** The State shall supply to the Union all collective bargaining agreements it enters into after the effective date of this agreement upon request of a written request from the Union.

**26.6** Whenever an employee is required in writing by the Appointing Authority to carry and respond to a radio pager as part of his/her official duties during non-scheduled work hours, he/she shall receive an annual stipend of \$520.00 payable in two equal payments. The first one during the first pay period in January for the previous six months and the second during the first pay period in July for the previous six months. Said amount shall be pro-rated if the beeper is assigned to an employee on a date other than the beginning of either six month period. No employee shall be required to carry a beeper unless authorized in writing.

**26.7** When a standard work week employee is required to attend an evening or weekend meeting outside of his/her regular work schedule, the time reasonably needed to travel to and from shall be deemed as time worked.

**26.8** Employee Outings:

Employees, who desire to attend the annual outing, will be permitted two (2) hours of paid leave if they are scheduled to work on the day of the outing for the purpose of attending the outing. The balance of such leave may be paid by deduction from an employee's accrued vacation leave, personal leave or accrued compensatory time-off.

In the event all employees who have registered and purchased a ticket to attend the outing cannot be granted leave because of the necessity of maintaining sufficient staff to provide their services needed, or because such personnel absences would require overtime, employees will be granted leave on the basis of their primary seniority. Those who have registered and purchased a ticket to attend the outing but cannot be granted leave on the day in question will be granted two (2) hours of leave with pay at a later date.

**26.9** Employee Evaluation:

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

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

No written forms or other aspects of the evaluation process shall be used to impose discipline, select for promotion, or assignment, or for any type of adverse personnel action.

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

**26.10**The parties will continue discussions (not negotiations) over the State's proposal concerning the arbitration of statutory claims.

**26.11**Dress Code:

All office employees of the Department are encouraged to dress in an appropriate and professional manner. Men are encouraged to wear either suits or sports jackets, dress slacks and ties. Women are encouraged to wear dresses, suits, skirts or slacks and blouses. All employees are encouraged to wear footwear appropriate for a professional office. Additionally, all clothing shall be clean and not excessively worn, frayed, tattered, wrinkled, soiled or torn.

Business casual days are defined as less formal than normal business attire and are entirely optional. Business casual days will be at the discretion of the Director. Proper attire for a business casual day includes slacks, sport shirts, polo shirts and proper footwear. Shorts or beachwear is not permissible. Employees should use good judgment when choosing the attire for a business casual day. Employees who are due to meet with the general public or required to appear where business attire is expected are obviously still expected to dress appropriately.

**26.12**The State agrees that any vehicle purchased after November 1, 2005, which is intended to be driven by an employee subject to this Agreement, shall be purchased with a heater and air conditioner. Notwithstanding the foregoing, the State does not guarantee that the heater and/or air conditioner will at all times be functioning in a vehicle, or functioning to the satisfaction of

the driver. The State shall endeavor to maintain its vehicles so that such equipment is in working order.

**ARTICLE XXVII  
SUB-CONTRACTING PROCEDURES**

**27.1** The State shall continued 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;

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 an employee in the bargaining unit, it shall:

- 1.** Notify the Union in writing of its intention six (6) months in advance of sub-contracting.
  
- 2.** Meet with the Union prior to receiving bids or letting contracts for the purpose of discussing the problem during which discussion, the Union will be granted reasonable requested opportunities to meet with the Director of Administration or to the State officials to discuss a desirability of sub-contracting and to develop and establish a mutually acceptable plan for protecting adversely affecting employees. The State's assurance in the development of such plan would be to:
  - (a)** Place employees affected by the sub-contracting into available jobs which they can perform;
  
  - (b)** Place employees laid off on a preferred hiring list for recall;
  
  - (c)** Prohibit the hiring of any new employees to positions which the affected employees could perform;
  
  - (d)** Attempt to waive or modify any law or regulation which would in any way deny preferred treatment of affected employees. In the event that such a 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 Federal Mediation and Conciliation Service shall recommend steps to be taken by the parties; but in any event, employees adversely affected by sub-contracting shall be enable to utilize the seniority rights as established in this agreement;

- (e) The State will not sub-contract work capriciously.

## **ARTICLE XXVIII SENIORITY**

**28.1** 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, and holiday time.

**28.2 A.** Classification seniority is defined as length of service within a class of position within the bargaining unit.

**B.** State seniority shall be defined as the length of service in which an employee has worked for the State of Rhode Island.

**C.** The president, vice-presidents, secretary, treasurer, and corresponding secretary of the Union, nine elected unit representatives, nine elected stewards, three at large stewards and four trustees (total not to exceed 30 employees) all have the highest seniority of all employees in the bargaining unit for purpose of layoff and recall only.

**28.3** All new and vacant positions to which recruitment is to be initiated shall only be posted on the State's internet opportunities website for a period of ten (10) calendar days and notice of such vacancies shall be sent to the Union's Executive Director and local Union Presidents or other designated officials at the time of posting via electronic means. Employees who apply for such vacancies shall do so via the State's internet employment opportunities website. Employees shall be provided reasonable access to State computers for the purposes of reviewing and applying for online postings. Interviews by the appropriate administrative official shall be mandated in the case of employees bidding for vacant position, provided such employees meet the eligibility requirement. As soon as personnel action forms are prepared by the agency to effect an appointment to a vacancy in the bargaining unit, the Union will be notified as to the name of the appointee and the effective date of the appointment. The appointing authority or his designee will provide the Union with the original six (6) certifications from a list of eligibles that have been forwarded to the agency by the Office of Personnel Administration for recruitment to a bargaining unit vacant position.

Vacancies shall be filled from within the bargaining unit wherein the vacancy exists from the top six (6) bargaining unit seniority employees on the certified promotional list. Promotions shall be awarded on the basis of consideration of merit qualifications. Such factors include but are not limited to education, work performance, attendance, experience and character.

Where there are less than three (3) employees eligible for appointment from a certified promotional list, then any other suitable list of eligibles certified by the Office of Personnel Administration may be used and appointment shall be made from among the top six (6) bargaining unit seniority employees who may be eligible for appointment from said list.

Where there are less than three (3) eligible employees from within the bargaining unit covered by the contract on the certified list, an effort will be made to fill the vacancy from within the bargaining unit; however, selection shall not be mandated to be made from within said unit.

Where no list exist for certification, an effort will be made to fill the vacancy from within the bargaining unit; however, selection shall not be mandated to be made from within said unit. An effort shall be defined as follows:

- A.** Posting of notice for vacancy to which recruitment is sought;
- B.** Accepting applications and a conscientious review of each applicant's qualifications;
- C.** Quantitative evaluation of the applicant's total past work experience, education, certifications, in-service training, and documented preparation for positions of increased responsibility.
- D.** The relating of such qualifications and experience to the official required qualifications (knowledge, skills and capacities) for appointment;
- E.** The character of the applicant;
- F.** The potential of the applicant to carry out the duties of the position;
- G.** The applicant's past attendance and work record;
- H.** The applicant's State service seniority. ✓

The vacancy shall be filled within three (3) pay periods after the bidding is completed.

- 28.4 A.** Employees may bid for "a lateral transfer" to vacant positions within the bargaining unit on the basis of classification 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.

- B.** During seasonal declines in the workload, the State shall continue to transfer, if necessary, for lack of work, some personnel to positions within the Department of Transportation or within some other agency of State government to the extent it is possible, during which time, they will enjoy the full seniority rights and benefits provided for by Local 400's Contract. The parties agree that when such transfers occur, they will be of a temporary nature. In addition, the parties agree that if such transfers exceed three (3) months in duration, it will be by mutual consent of the parties only. During such transfers, the employee or employees affected shall continue to accrue full seniority within the bargaining unit covered by this contract, and shall not suffer the loss of any benefits to which members of the bargaining unit covered by this contract are entitled. When such transfers are made, the appointing authority or Personnel Officer shall notify the Union in writing of such transfer.

#### **28.5** Layoff Procedure.

- A.** Whenever the State decides on a layoff of persons covered by this Agreement, including a layoff due to job abolishment, such layoff must be reviewed and approved by the Director of Administration or by the Chief Executive Officer of an independent statutory authority, such as the Judiciary. All such layoffs shall be managed by the Office of Personnel Administration. Notification to the Union President Local 400 IFPTE will be sent fifteen (15) calendar days prior to sending any layoff notice. The following rules will apply to selection for layoff, bumping and recall:
  - 1.** "Seniority" under these rules always means State seniority.
  - 2.** Two weeks' notice of layoff shall be given to any employee so affected.
  - 3.** The least senior employee in a classification selected for layoff in a department, division, agency or unit will be identified for layoff.
  - 4.** Employees will have the right to bump a less senior employee in any class an employee chooses including their own for which such employee is qualified and able to perform in the bargaining unit. Bumping rights hereunder apply to an equal or lower class in the bargaining unit, but not to a higher class. Any employee who receives notice of a layoff shall have the right to accept the layoff and be placed on the recall list, or to exercise their bumping rights.

- B.** In the application of (4) 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 position in which he can perform.
- C.** Employees performing work in the bargaining unit shall not be required to perform work in any agency outside of their career field classification, except as provided by Section 28.4(B) or Section 28.7 of this contract.
- D.** Notwithstanding any contrary provisions of this Article, both parties agree that the layoff and bumping process must take place concurrently rather than sequentially for all bargaining unit employees. The Union and the State shall meet in order to do the bidding “on paper” and that process should not take longer than six (6) weeks.
- E.** Special Provisions

Employees will bring their current status with them into whatever classification they are eligible to bump. Employees who do not have permanent status, and who bump into a different classification will be required to serve a ninety (90) day probationary period. Progress reports will be issued after the first thirty (3) days, sixty (60) days, and ninety (90) days. The State shall provide an orientation to employees who bump into the same or a lower classification. If an employee had permanent status in a lower class into which he/she bumps then he/she shall have permanent status in that classification.

If an employee successfully completes this probationary period, the examination will be waived to the extent permitted by law.

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

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

Employees covered by the RIGL, as amended, Section(s) 36-4-59, 36-5-7 or 36-5-8 who have had their position eliminated will retain the right to remain in State service in a comparable position with no reduction in salary or civil service status. The State will offer alternative assignments if available. If the employee chooses not to accept such assignments, the employee will be subject to the same bumping rules as listed under this section, without loss of salary or status. If any such employee is identified to be bumped under this article, the bumping employee will pass over such employee and will identify for bumping the next least senior employee.

## **28.6** Recall Rights.

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

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

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

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

The parties agree to make expedited arbitration without going through the grievance procedure, the exclusive procedure for resolving disputes over

layoff, bumping and recall. Unpaid sick leave and personal leave accrued as of the date of the layoff will be frozen for three (3) years from date of layoff.

## **28.7** Reorganization

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

- A.** The State shall notify the Union President at least fifteen (15) calendar days in advance of notification to bargaining unit members of its intention to reorganize.
- B.** The Union and the State shall meet within this fifteen (15) day period to review and discuss the State's plan for such reorganization and any proposed alternatives or changes.
- C.** That plan shall include a thirty (30) day notification to the affected employees prior to the implementation of the plan. The plan will identify those positions which the department intends to abolish, the new assignments and a list of vacant positions which the State intends to fill as those positions become available.
- D.** Affected employees shall be given the right to bid on new assignments by classification seniority.
- E.** Affected employees who have no available assignment within their classification will be offered vacant positions which the State intends to fill and which have been posted by state seniority in other classifications which they are qualified and able to fill, including positions of equal pay and positions in lower classes without loss of pay.
- F.** Any employees affected by reorganization who do not exercise seniority to fill any such available comparable assignment or vacancy without loss of pay will be allowed to bump the least senior employee not directly involved in the reorganization in classification within the bargaining unit using classification seniority. If the employee can not bump the least senior employee in class, the employee will bump the least senior employee in any class, in the bargaining unit, which such employee is qualified and able to fill. The employee bumped shall take whatever comparable assignment or vacancy is available without loss of pay, by state seniority. The rights of the bumping employee and of the bumped employee shall be to a position in an equal or lower class, but not in a higher class.

- G.** In cases where an entire operation is moved from one location to another, all affected employees will be redeployed.
- H.** In the event that the number of employees affected by reorganization exceeds the number of available assignments or vacancies, any layoffs will be governed by Article 28.5.
- I.** Assignment of bargaining unit work: No grievance shall be filed or supported by the Union alleging that bargaining unit work previously performed within the bargaining unit has been assigned outside of such bargaining unit pursuant to the implementation of a reorganization, unless it is in conjunction with a request for a Union representative issue as a result of such reorganization. Such grievance would be held in abeyance by the parties until an official decision is issued by the Labor Relations Board or the inter-union dispute is resolved through an alternation dispute resolution procedure. In the meantime the Union which has the representation rights will retain such rights. In no event shall the Union seek nullification of the reorganization as a remedy for such grievance. This section shall be operative only with regard to labor organizations whose collective bargaining agreements contain similar language. Nothing in this Section shall prevent the Union from subsequently pursuing issues under Article 26.1 based on nullification of the reorganization plan or other such drastically changed circumstance.
- J.** Any reclassification of existing bargaining unit classifications must be done through negotiations between the parties.
- K.** Any changes in shifts and/or days of only, shall not constitute a reorganization under this Article and must be done under Article 5 of this Agreement.

**28.8** The probationary period shall mean 130 days worked. Employees appointed from employment or promotional lists shall serve a probationary period of six (6) months, during which time the appointing authority shall report to the Personnel Administrator every sixty (60) days concerning the work of the employees; and at the expiration of the probationary period, unless the appointing authority files with the Personnel Administrator a statement in writing that the services of the employee during the probationary period have not been satisfactory and that it is desired that he not be continued in the service, he shall receive permanent status in his classification. Each new employee not appointed from a list shall be considered a temporary employee.

**28.9** Any employee may be dismissed without recourse during the probationary period of reasons relating to the employee's qualifications or for the good of the service. It is intended that "probationary period" in the above

sentence shall mean the original probation and shall not apply to the probationary period served after a promotional appointment.

**28.10** Seniority shall be considered broken for the following reasons only:

- A.** When an employee has been discharged for just cause;
- B.** When an employee voluntarily terminates his employment;
- C.** When an employee fails to respond to a recall notice;
- D.** When an employee fails to notify his appointing authority or designee of his absence from work within three (3) working days, unless extenuating circumstances prohibit such notice;
- E.** When an employee fails to renew a leave of absence;
- F.** When an employee engages in work without authorization while on leave of absence;
- G.** When an employee is laid off in excess of three (3) consecutive years;
- H.** Any employee leaving the bargaining unit for another State position shall continue to accrue seniority for a period not to exceed twelve (12) months. In the event said employee returns to the bargaining unit after the twelve-month period has lapsed, seniority shall be considered broken and the employee shall commence to accrue seniority from a zero base as of the date of return to or transfer back to the bargaining unit.

**28.11** Tie Breaking.

In the event that it is necessary to break a tie under Section 28.2 (A), the following process shall be used:

- A.** For employees appointed to his/her current positions prior to August 1, 1985, Seniority ties shall be broken as follows in the following order:
  - 1.** Primary Seniority – if primary seniority is tied, then the tie shall be broken by State Seniority.
  - 2.** If State Seniority is tied, then the tie shall be broken by reference to the employee’s ranking on the promotional list if one is available. State Seniority shall be defined as the length of service an employee has worked for the State.

3. If the tie cannot be broken by reference to position on the promotional list, then the tie shall be broken by a lottery which shall be conducted by the Union and the State.
- B.** For employees appointed to a position after August 1, 1985, Seniority ties shall be broken in the following order:
1. By reference to the employee's ranking on the promotional list, if available; if there is no list then that tie shall be broken
  2. By the use of a lottery which shall be conducted by the Union and the State.

## **ARTICLE XXIX WORKING OUT OF CLASSIFICATION**

**29.1** When an employee is required in writing or orally by the appointing authority or his/her designee to work in a higher class of position for a period of more than three (3) consecutive working days, such employee shall receive the lowest salary rate of that higher class which will provide a pay increase of at least one (1) step over his/her present rate retroactive to the first day of such assignment. Written authorization or direction to an employee to work in a higher class of position shall be given to the employee within twenty-four (24) hours of said direction, and an employee may refuse such assignment if he/she does not receive such written authorization or direction.

The Local Union President or appropriate Union official shall be notified quarterly either in writing or electronically, of every bargaining unit members assigned to work in a higher class of position pursuant to this article.

A three-day rule assignment for a bargaining unit position that is created by illness leave, injury leave, workers compensation leave, military leave or other leave where the employee has not vacated the position ("Encumbered Positions") will not exceed twelve (12) months. If at the end of the twelve (12) month period, the vacated position remains an Encumbered Position, the State may fill the position with additional three-day rule assignments of other employees. If at the end of the twelve (12) month period the position is not encumbered, it will be posted as a vacant position in accordance with Article 28.3 of the collective bargaining agreement, provided the position is funded and approved to be filled. The twelve (12) month period for any of the employees serving in the assignment may be extended by mutual agreement of the parties.

A three-day rule assignment for a bargaining unit position that is created by termination, resignation or retirement will not exceed nine (9) months.

Thereafter it will be posted as a vacant position in accordance with Article 28.3 of the collective bargaining agreement provided the position is funded and approved to be filled. The nine (9) month period for any of the employees serving in the assignment may be extended by mutual agreement of the parties.

If at the end of the 3-day rule assignment period the position the employee is assigned to is not approved and funded, the assigned employee will be returned to their original pre-3-day rule assignment. Such positions will not be filled with another three-day rule assignment.

This provision will become effective upon ratification and the time frame set forth herein will begin to run at that point.

### **ARTICLE XXX CLASSIFICATION AND COMPENSATION**

**30.1** If the Union and/or the employee believes the employee is improperly classified, the Union and/or the employee may request a job study of the employee's position. The agency will forward the request to the Office of Personnel Administration (Classification) for appropriate action. The Office of Personnel Administration will conduct a job study of the position in question and a full copy of the job study will be provided to the employee and the Union within ninety (90) days from the date the request is received by the Office of Personnel Administration. The decision rendered by the Office of Personnel Administration is not subject to the grievance and/or arbitration procedure(s). The Union will be notified of any request by an employee for a job study for his/her position.

In the event that it is found the employee is in fact working out of classification, one of two options shall take place:

1. The employee will receive the position in accordance with the appropriate administrative budgetary/personnel procedures to the position that best represent the duties performed by the employee, or;
2. Inform the employee he/she is not to perform any duties other than those required of the class specifications for said position.

Should the State implement the option 1 above for the incumbent, this shall not be construed to be a "new or vacant position" subject to Article 28, Section 4.

**30.2** An employee or the Union may not request a subsequent job study of the same job assignment within a twelve (12) month period after any completed or adjudicated result.

## **ARTICLE XXXI RETIREMENT**

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

**31.2** Retiree Health Insurance.

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 provided benefits inconsistent with such law.

## **ARTICLE XXXII SALARY SCHEDULE**

**32.1** It is agreed that all employees covered by this agreement shall receive a salary in accordance with the pay plan set forth in Paragraph 32.5.

**32.2 A.** An employee appointed from an employment or promotional list shall receive a one-step increase at the satisfactory completion of the probationary period of one-hundred and thirty (130) days worked and shall receive an additional one-step increase each year thereafter until he has reached the maximum of his grade.

**B.** An employee with temporary status shall receive a one-step increase after one-hundred and thirty (130) days worked and after each year of service thereafter in his classification until he has reached the maximum of his grade.

**32.3** Each employee shall be granted longevity increases according to the following schedule:

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

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

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

1. Persons employed prior to July 1, 2001, referred to in 32.4 above, may retain the increment 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 person employed prior to July 1, 2001 may become eligible for multiple increment payments under Paragraph 3 by submitting to DOA'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 careers, 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 (3) years or more after final payment of the previously earned increment.
4. The employee is solely responsible for submitting the appropriate documentation to the Office of Training and Development (OTD) for each incentive course completed. Upon receipt of the final credit from

the employee, the OTD will issue a Certification of Incentive completion to the Department for the one-step pay increment to be effective at the beginning of the next pay period.

**32.5 Wages:**

Pay Reduction.

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

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

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

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

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

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

- A.** There shall be an across-the-board base wage increase of 2.0% effective April 6, 2014.
- B.** There shall be an across-the-board base wage increase of 2.0% effective October 5, 2014.
- C.** There shall be an across-the-board base wage increase of 2.0% effective October 4, 2015.
- D.** There will be a wage reopener for wages that will be effective on July 10, 2016. Unless agreed otherwise, the parties will engage

in bargaining between April 30, 2016 and June 30, 2016 concerning said wage reopener.

**32.6** When an employee has received additional compensation for which he/she is not entitled, the State shall recover such overpayment at the rate of ten percent (10%) of the overpayment or \$100.00 whichever is the lesser per pay period, until the amount of the overpayment is fully recovered. The State shall notify the Union when an overpayment has occurred prior to recovering the overpayment.

### **ARTICLE XXXIII MANAGEMENT RIGHTS**

**33.1** The Union recognizes that except as specifically limited, abridge, or relinquished by the terms and provisions of this agreement, all rights to manage, direct or supervise the operations of the State and the employees are vested solely in the State.

For example, but not limited thereto, the employer shall have the exclusive rights subject to the provisions of this Agreement (including the grievance procedure) and consistent with the applicable laws and regulations:

- A.** To direct employees in the performance of official duties;
- B.** To hire, promote, transfer, assign and retain employees in positions within the bargaining unit and to suspend, demote, discharge or take other disciplinary action against such employees;
- C.** To maintain the efficiency of the operations entrusted to it;
- D.** To determine the methods, means and personnel by which such operations are to be conducted;
- E.** To relieve employees from duties because of lack of work or for legitimate reasons;
- F.** To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

**ARTICLE XXXIV  
MILITARY LEAVE**

**34.1** Every employee covered by this contract who has left or shall leave his/her position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces (whether through membership in the Reserve of the United States Military or Naval Forces or in Rhode Island National Guard or Naval Reserve, when any of the forgoing units are called to active Federal duty, or by reason of enlistment, induction, commission or otherwise) is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

**34.2** For the first sixty (60) calendar days of such absence, each such employee who has been employed for one-hundred eighty (180) or more calendar days within the twelve (12) 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.

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

**34.4** 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.

**34.5** Employees on paid leave, described in paragraphs 34.2 and 34.3 above, shall accrue sick leave and annual leave credits as would have accrued while working in said position.

**34.6** 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.

**34.7** At the conclusion of such military leave of absence, the employee shall be returned to his/her position, subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such return may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulation shall be carried over to the credit of the employee.

#### **ARTICLE XXXV MILITARY TRAINING LEAVE**

**35.1** Employees covered by this contract, who by reason of membership in the United States Military, Naval or Air Reserve or the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the State military force or special duty as a part of the federal military force, shall be granted military training leave with pay not to exceed fifteen (15) working days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) working days, he shall be granted leave without pay for this purpose.

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

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

#### **ARTICLE XXXVI JURY LEAVE**

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

**36.2** Every employee covered by this agreement who is required to testify as a witness for the State or in any case as a result of the employee's official duties

as a State employee, said employee shall receive for the period of time required as a witness, his regular pay or witness fee, whichever is greater.

**36.3** Every employee covered by this agreement, who is subpoenaed to appear in court on State business on a day off or during vacation shall be compensated for the time expended.

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

### **ARTICLE XXXVII TESTING**

**37.1** Employees who have the education and/or experience or have been previously admitted to the subject examination; or if the examination is for a position in the same pay grade or lower shall be given administrative leave to take such civil service examination upon timely application.

### **ARTICLE XXXVIII LEAVE WITHOUT PAY**

**38.1** It is agreed that, upon written application, an employee with permanent status may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reason of personal illness, disability, educational improvement or otherwise deemed proper and approved by the appointing authority and the Personnel Administrator. Approval of such leave shall not be unreasonably withheld.

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

**38.3** Employees returning from an authorized leave for educational improvement must return to their current position for a period of one (1) year and remain in State service for two (2) years. In the event said employee fails to comply with these obligations, he/she (not the Union) will be required to reimburse the State for the full amount expended by the State, including the cost of health insurance. In the event that an employee leaves State employment within two (2) years, such amounts will be pro-rated based on the months of service. The State shall deduct any paid leave accruals otherwise due upon separation from the employee's debt to the State.

**ARTICLE XXXIX  
PARITY**

**39.1** 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 designee, shall be offered to the Union as an alternative to the co-share provision contained in Article XXII. 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 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 the more favorable co-share agreement.

**39.2** 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 State Troopers Association.

**ARTICLE XL  
STUDY GROUP**

**40.1** The parties agree to the formation of a statewide joint labor and management Study Group to work cooperatively to identify and recommend areas of potential savings in State Government, including but not limited to the use of contracted services. Three (3) members shall be appointed by the State and three (3) 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 (30) days after the signing of this agreement.

**ARTICLE XLI  
TERMINATION OF AGREEMENT**

**41.1** This agreement shall be in force from July 1, 2014 through June 30, 2017. The Union shall give notice to the State pursuant to Article 39 of its intention to reopen negotiations on wages. This agreement shall be automatically renewed from year to year thereafter unless either party shall

notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this agreement. In the event such notice is given, negotiations shall begin not later than sixty (60) days prior to the termination date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement to the other party. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the termination date.

**TERMINATION OR REOPENING OF CONTRACT**

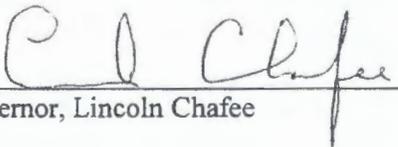
This agreement shall be in force from July 1, 2013 through June 30, 2017.

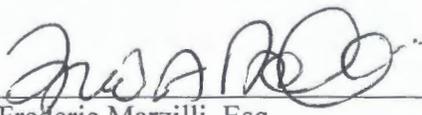
This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing in ninety days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than sixty days prior to the termination date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement to the other party. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten days prior to the designated termination date.

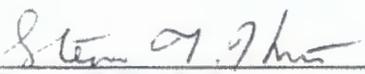
IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

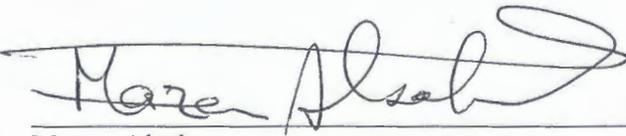
**FOR THE STATE OF RHODE ISLAND:**

**Local 400, International Federation of Professional and Technical Engineers, AFL-CIO & CLC (DOT)**

  
\_\_\_\_\_  
Governor, Lincoln Chafee

  
\_\_\_\_\_  
Frederic Marzilli, Esq.  
Legal Counsel

  
\_\_\_\_\_  
Steven T. Hartford  
Department of Administration

  
\_\_\_\_\_  
Mazen Alsabe  
President

**MEMORANDUM OF UNDERSTANDING**

**PARKING**

For clarification purposes only, the State has a unilateral right to create incentive programs to encourage employees to not drive to work and park.

## **MEMORANDUM OF AGREEMENT**

### **IMPLEMENTATION OF STUDY CONTEMPLATED BY SEGAL REPORT**

This Memorandum of Agreement is entered into by and between the State of Rhode Island (the “State”) and Local 400, International Federation of Professional and Technical Engineers, AFL-CIO & CLC (the “Union”) (collectively the “Parties”).

WHEREAS, the parties recognize that the State personnel system is out-of-date and in need of reform; and

WHEREAS, in June of 2012, the State of Rhode Island’s Department of Administration engaged The Segal Group to perform a study and issue a report towards implementing personnel reforms; and

WHEREAS, The Segal Group, in January of 2013, after consultation with an Advisory Committee, and after months of stakeholder interviews and independent research, issued the State of Rhode Island Comprehensive Personnel Study - Final Report of Detailed Findings, available at:

[www.governor.ri.gov/personnel/012613study.pdf](http://www.governor.ri.gov/personnel/012613study.pdf); and

WHEREAS, a subsequent report is being prepared to address classification architecture and the compensation structure (collectively with the Segal report, the “Report”).

WHEREAS, the Parties entered into a collective bargaining agreement effective \_\_\_\_\_ through \_\_\_\_\_ (the “CBA”).

NOW THEREFORE, in the best interests of the parties, it is hereby agreed by and between the Parties that:

1. Mid-Term Discussions/Bargaining

Provided the report is completed by June 30, 2015, the Parties agree that they will meet and confer over the recommendations in the Report. Statutory impasse procedures of RIGL 36-11 shall not apply to the Parties' agreement to meet and confer. By entering into this MOA, neither party waives any rights it has. In no event will the implementation of recommended changes result in the decrease in an employee's base wages.

2. Mutual Cooperation

The Parties agree to approach such discussions with a sincere resolve to reach agreement concerning the Report's recommendations.

FOR THE STATE OF RHODE ISLAND

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

## **LETTERS OF UNDERSTANDING**

The parties have agreed and the following Letters of Understanding supersede all prior Letters of Understanding appended to prior agreements:

### **1. Reorganization – Disputes Between Unions**

In the event that a question of Union representation arises between Local 400 and another labor organization as a result of reorganization, the following guidelines will apply:

- A.** The State will seek other Unions representing State employees to follow these guidelines.
- B.** All parties will urge the Labor Board to issue a prompt decision.
- C.** Union representation will remain unchanged until the decision of the Labor Board.
- D.** Pending the result of the representation dispute, Local 400 will meet jointly with the State and other labor organizations so agreeing, to bargain jointly over issues impacted by the reorganization, such as, for example, the distribution of overtime.
- E.** Although the parties would prefer a Labor Board decision, if the Labor Board has not decided the representation dispute within three (3) months, Local 400 may participate in a joint submission together with the other labor organizations so agreeing, to binding arbitration of the representation dispute.

### **2. List of Arbitrators**

The list of arbitrators referred to in Section 5.3, 9.4 (B) and 28.7 of the contract for Expedited Arbitration are as follows:

- 1.** Joan Dolan
- 2.** Lawrence Katz
- 3.** Francis O'Brien
- 4.** Roberta Golick

5. Craig Overton

6. Gary Altman

7. Robert O'Brien

**3. Classification Inequities**

The parties agree that during the term of the current collective bargaining agreement that representatives of Local 400 may meet with representatives of the State to discuss possible classification inequities. The State following such discussions may in its sole discretion undertake a study(ies) of the duties and responsibilities of the subject classifications(s) in the bargaining unit.

The State reserves the right in its sole discretion following such discussions and studies whether to implement any recommendation(s) forthcoming.

## **LETTERS OF UNDERSTANDING**

The parties agree to meet and discuss the title, content and pay grade for the classification of Resident Engineer. The State reserves the right in its sole discretion following such discussions to implement any recommendations forthcoming.

## **MEMORANDUM OF AGREEMENT**

### **“List B” Notices**

By execution of this agreement, the State hereby withdraws the notices dated 11/05/07 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 negotiation 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**  
**Layoffs/Shutdowns or Pay Reductions**

Employees may request discharge of Pay Reduction Leave "PR," coded as "RO leave," or "RO1 Leave" earned in accordance with the Memorandum of Agreement dated September 22, 2009 (the "PR Agreement"), and these requests shall not be unreasonably denied. Employees may carry no more than four (4) PR days accrued from FY10 and no more than four (4) PR days accrued from FY11 solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash payment for those days accrued from FY10 shall be paid 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. Said cash payment for those days accrued from FY11 shall be paid at the employee's total pre-reduction hourly rate in effect for the pay period 1/2/11-1/15/11 (paycheck of 1/21/11), regardless of when the cash payment is made. All other pay reduction leave accruals provided for in the PR Agreement shall have no cash value whatsoever. This agreement does not change an employee's earned entitlement to other frozen or deferred days (i.e. Sundlun days).

## PAY SCHEDULES

SCHEDULE K00 CLASSIFIED ANNUAL SALARIES <i>Effective June 24, 2007</i>
--

K16	33739	33899	35322	36085	37330
K20	37460	38629	39643	40712	42515
K22	39838	41150	42439	43773	45931
K23	41150	42664	44012	45455	47696
K24	42664	44250	45691	47207	49638
K26	47696	49380	51158	53849	55218
K28	51493	53347	55281	58232	
K29	53511	55453	57478	60589	

SCHEDULE K00 CLASSIFIED ANNUAL SALARIES <i>Effective June 21, 2009</i>
--

K16	34582	34746	36205	36987	38263
K20	38396	39595	40634	41730	43578
K22	40834	42179	43500	44867	47079
K23	42179	43731	45112	46591	48888
K24	43731	45356	46833	48387	50879
K26	48888	50614	52437	55195	56598
K28	52780	54681	56663	59688	
K29	54849	56839	58915	62104	

<p>SCHEDULE K00  CLASSIFIED ANNUAL SALARIES  <i>Effective June 20, 2010</i></p>
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K16	35619	35788	37291	38097	39411
K20	39548	40783	41853	42982	44885
K22	42059	43444	44805	46213	48491
K23	43444	45043	46465	47989	50355
K24	45043	46717	48238	49839	52405
K26	50355	52132	54010	56851	58296
K28	54363	56321	58363	61479	
K29	56494	58544	60682	63967	

<p>SCHEDULE K00  CLASSIFIED ANNUAL SALARIES  <i>Effective June 19, 2011</i></p>
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K16	36688	36862	38410	39240	40593
K20	40734	42006	43109	44271	46232
K22	43321	44748	46149	47599	49946
K23	44748	46394	47859	49428	51865
K24	46394	48118	49685	51334	53978
K26	51865	53696	55630	58556	60045
K28	55994	58011	60114	63323	
K29	58189	60300	62503	65886	

<p><b>SCHEDULE 00</b>  <b>CLASSIFIED ANNUAL SALARIES</b>  <i>Effective June 24, 2007</i></p>
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002	46254	47771	49449	51927		029	49547	51322	53182
003	26538	26853	27179	27654		030	51493	53347	55281
004	26538	26909	27229	27548	28028	031	53511	55453	57478
005	26909	27229	27548	27870	28401	032	55614	57648	59753
006	27229	27548	27870	28246	28776	033	57814	59918	62114
007	27548	27922	28297	28669	29255	034	60004	62202	64477
008	27922	28322	28723	29096	29680	035	62284	64563	66919
009	28322	28749	29148	29576	30216	036	64563	66919	69364
010	28749	29205	29631	30056	30751	037	66839	69279	71810
011	29205	29736	30216	30697	31445	038	69111	71638	74259
012	29736	30322	30805	31336	32135	039	71555	74168	76949
013	30322	30909	31445	31976	32830	040	74168	76949	81089
014	30909	31605	32135	32724	33575	041	76949	81089	85220
015	31605	32298	32884	33474	34383	042	81089	85220	89350
016	32298	32993	33575	34219	35200	043	85220	89350	93480
017	32993	33739	34383	35033	36145	044	89350	93480	97612
018	33739	34593	35322	36085	37330	045	93480	97612	101744
019	34593	35438	36206	37073	38424	046	97612	101744	105881
020	35438	36392	37266	38163	39643	047	101744	105881	110012
021	36392	37460	38364	39365	40927	048	105881	110012	114140
022	37460	38629	39643	40712	42515	049	110012	114140	118277
023	38629	39838	40927	42216	44250	050	114140	118277	122411
024	39838	41150	42439	43773	45931	051	118277	122411	126541
025	41150	42664	44012	45455	47696	052	122411	126541	130675
026	42664	44250	45691	47207	49638	053	126541	130675	134807
027	45931	47450	49129	51741		054	132600	137886	143168
028	47696	49380	51158	53849					

**SCHEDULE 00**  
**CLASSIFIED ANNUAL SALARIES**  
*Effective June 21, 2009*

002	47410	48965	50685	53225		029	50786	52605	54512	57440
003	27201	27524	27858	28345		030	52780	54681	56663	59688
004	27201	27582	27910	28237	28729	031	54849	56839	58915	62104
005	27582	27910	28237	28567	29111	032	57004	59089	61247	64529
006	27910	28237	28567	28952	29495	033	59259	61416	63667	67121
007	28237	28620	29004	29386	29986	034	61504	63757	66089	69720
008	28620	29030	29441	29823	30422	035	63841	66177	68592	72305
009	29030	29468	29877	30315	30971	036	66177	68592	71098	74996
010	29468	29935	30372	30807	31520	037	68510	71011	73605	77673
011	29935	30479	30971	31464	32231	038	70839	73429	76115	80345
012	30479	31080	31575	32119	32938	039	73344	76022	78873	83116
013	31080	31682	32231	32775	33651	040	76022	78873	83116	87352
014	31682	32395	32938	33542	34414	041	78873	83116	87350	91584
015	32395	33105	33706	34311	35243	042	83116	87350	91584	95817
016	33105	33818	34414	35074	36080	043	87350	91584	95817	100052
017	33818	34582	35243	35909	37049	044	91584	95817	100052	104288
018	34582	35458	36205	36987	38263	045	95817	100052	104288	108528
019	35458	36324	37111	38000	39385	046	100052	104288	108528	112762
020	36324	37302	38198	39117	40634	047	104288	108528	112762	116993
021	37302	38396	39323	40349	41950	048	108528	112762	116993	121234
022	38396	39595	40634	41730	43578	049	112762	116993	121234	125471
023	39595	40834	41950	43271	45356	050	116993	121234	125471	129705
024	40834	42179	43500	44867	47079	051	121234	125471	129705	133942
025	42179	43731	45112	46591	48888	052	125471	129705	133942	138177
026	43731	45356	46833	48387	50879	053	129705	133942	138177	142409
027	47079	48636	50357	53035		054	135915	141333	146747	152165
028	48888	50614	52437	55195						

<p><b>SCHEDULE 00</b>  <b>CLASSIFIED ANNUAL SALARIES</b>  <i>Effective June 20, 2010</i></p>
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002	48832	50434	52206	54822		029	52310	54183	56147	59163
003	28017	28350	28694	29195		030	54363	56321	58363	61479
004	28017	28409	28747	29084	29591	031	56494	58544	60682	63967
005	28409	28747	29084	29424	29984	032	58714	60862	63084	66465
006	28747	29084	29424	29821	30380	033	61037	63258	65577	69135
007	29084	29479	29874	30268	30886	034	63349	65670	68072	71812
008	29479	29901	30324	30718	31335	035	65756	68162	70650	74474
009	29901	30352	30773	31224	31900	036	68162	70650	73231	77246
010	30352	30833	31283	31731	32466	037	70565	73141	75813	80003
011	30833	31393	31900	32408	33198	038	72964	75632	78398	82755
012	31393	32012	32522	33083	33926	039	75544	78303	81239	85609
013	32012	32632	33198	33758	34661	040	78303	81239	85609	89973
014	32632	33367	33926	34548	35446	041	81239	85609	89971	94332
015	33367	34098	34717	35340	36300	042	85609	89971	94332	99692
016	34098	34833	35446	36126	37162	043	89971	94332	98692	103054
017	34833	35619	36300	36986	38160	044	94332	98692	103054	107417
018	35619	36522	37291	38097	39411	045	98692	103054	107417	111784
019	36522	37414	38224	39140	40567	046	103054	107417	111784	116145
020	37414	38421	39344	40291	41853	047	107417	111784	116145	120503
021	38421	39548	40503	41559	43209	048	111784	116145	120503	124871
022	39548	40783	41853	42982	44885	049	116145	120503	124871	129235
023	40783	42059	43209	44569	46717	050	120503	124871	129235	133596
024	42059	43444	44805	46213	48491	051	124871	129235	133596	137960
025	43444	45043	46465	47989	50355	052	129235	133596	137960	142322
026	45043	46717	48238	49839	52405	053	133596	137960	142322	146681
027	48491	50095	51868	54626		054	139992	145573	151149	156730
028	50355	52132	54010	56851						

<p><b>SCHEDULE 00</b>  <b>CLASSIFIED ANNUAL SALARIES</b>  <i>Effective June 19, 2011</i></p>
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002	50297	51947	53772	56466		029	53879	55809	57832	60938
003	28858	29200	29555	30071		030	55994	58011	60114	63323
004	28858	29262	29610	29957	30479	031	58189	60300	62503	65886
005	29262	29610	29957	30307	30884	032	60476	62688	64977	68459
006	29610	29957	30307	30715	31291	033	62868	65156	67544	71209
007	29957	30363	30770	31176	31812	034	65250	67640	70114	73966
008	30363	30798	31234	31639	32275	035	67729	70207	72769	76708
009	30798	31263	31697	32161	32857	036	70207	72769	75428	79563
010	31263	31758	32222	32683	33440	037	72682	75336	78088	82403
011	31758	32335	32857	33380	34194	038	75153	77901	80750	85238
012	32335	32973	33498	34075	34944	039	77811	80652	83676	88178
013	32973	33611	34194	34771	35700	040	80652	83676	88178	92672
014	33611	34368	34944	35585	36510	041	83676	88178	92670	97161
015	34368	35121	35759	36401	37389	042	88178	92670	97161	101652
016	35121	35878	36510	37210	38277	043	92670	97161	101652	106145
017	35878	36688	37389	38096	39305	044	97161	101652	10645	110639
018	36688	37617	38410	39240	40593	045	101652	106145	110639	115137
019	37617	38536	39371	40314	41784	046	106145	110639	115137	119629
020	38536	39574	40524	41499	43109	047	110639	115137	119629	124118
021	39574	40734	41718	42806	44505	048	115137	119629	124118	128617
022	40734	42006	43109	44271	46232	049	119629	124118	128617	133112
023	42006	43321	44505	45906	48118	050	124118	128617	133112	137604
024	43321	44748	46149	47599	49946	051	128617	133112	137604	142099
025	44748	46394	47859	49428	51865	052	133112	137604	142099	146592
026	46394	48118	49685	51334	53978	053	137604	142099	146592	151082
027	49946	51598	53424	56265		054	144192	149940	155684	161432
028	51865	53696	55630	58556						

**SCHEDULE 00**  
**CLASSIFIED ABBREVIATED HOURLY SALARIES**  
*Effective June 24, 2007*

08 G	13.83	-	14.08	-	14.22
10 G	14.36	-	14.54	-	14.84

**SCHEDULE 00**  
**CLASSIFIED ABBREVIATED HOURLY SALARIES**  
*Effective June 21, 2009*

08 G	14.18	-	14.43	-	14.58
10 G	14.72	-	14.90	-	15.21

**SCHEDULE 00**  
**CLASSIFIED ABBREVIATED HOURLY SALARIES**  
*Effective June 20, 2010*

08 G	14.61	-	14.86	-	15.02
10 G	15.16	-	15.36	-	15.67

**SCHEDULE 00**  
**CLASSIFIED ABBREVIATED HOURLY SALARIES**  
*Effective June 19, 2011*

08 G	15.04	-	15.31	-	15.47
10 G	15.62	-	15.81	-	16.14