

Agreement Between
RHODE ISLAND BROTHERHOOD OF
CORRECTIONAL OFFICERS

and

STATE OF RHODE ISLAND

July 1, 2012 – June 30, 2015
July 1, 2015 – June 30, 2017

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MEMORANDUM OF AGREEMENT

In the agreement entered into this 12th day of July, 2017, by and between the State of Rhode Island, hereinafter referred to as the State, and The Rhode Island Brotherhood of Correctional Officers, an independent labor organization, hereinafter referred to as the Brotherhood, the parties agree as follows:

PURPOSE

Whereas, it is the desire of the parties to this Agreement to promote mutual cooperation and understanding and to formulate rules to govern the relationship between them, now therefore, the parties agree as follows:

ARTICLE I RECOGNITION

1.1 The State hereby recognizes the Brotherhood as the sole and exclusive bargaining agent for all employees within the bargaining unit. The bargaining unit shall consist of those classes of positions declared appropriate by the State Labor Relations Board as the result of the petitions submitted by the Brotherhood in Case Numbers EE-2003 and EE-1973, with such additions and deletions as the parties may from time to time mutually agree upon. A correct listing of the above-named classes of positions appears in Article V and shall apply to all new and existing facilities.

1.2 This agreement shall apply to each of the bargaining units set forth above in the same manner as if the parties entered into separate agreements with respect to each such unit unless specifically modified by EE-1973 and agreement of the parties.

ARTICLE II NON-DISCRIMINATION CLAUSE

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

2.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed as the generic term for human kind and refers to both sexes.

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

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

2.5 Both parties to this agreement recognize and affirm the state's responsibility in utilizing affirmative action and equal employment opportunity as a valid systematic approach in remedying the impact of past discrimination, if any. Further, it is acknowledged that vigorous and aggressive action must be taken to bring about the desired changes, if any, in workforce diversity at all levels. It shall be a goal and an objective by the State to develop and implement positive and aggressive affirmative action to readdress the effects of any past discrimination and to prevent future discrimination in any type of personnel action. The parties recognize their mutual obligation to practice good faith implementation of the goals contained in the department's affirmative action plan, consistent with the provisions of the collective bargaining agreement.

ENFORCEMENT RESPONSIBILITIES:

By the employer – 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 or this agreement. The employer will notify employees, supervisors and managers at every level that any person who by action or condemnation subjects another employee to harassment shall be subject to appropriate discipline.

By the union – The union acknowledges its obligation to inform its members, officers, and agents of their obligation to abide by the law, regulations and policies which prohibit discrimination, intimidation or harassment. The union will annually request that the State supply it with a copy of its affirmative action goals, timetables, and achievements as they apply to the department represented by the collective bargaining agent.

ARTICLE III BROTHERHOOD SECURITY AND DUES DEDUCTION

3.1 The State shall deduct bi-weekly Brotherhood dues, service charges and other authorized deductions from wages of all employees within the bargaining units and shall forward promptly to the President of the Brotherhood a check representing the amount deducted. This provision shall remain in full force and effect unless and until specifically modified by the parties in writing.

3.2 Within the bargaining units covered by the contract, only dues, service charges and other authorized deductions for the Brotherhood shall be deducted.

3.3 Membership in the Brotherhood may be determined by each individual employee; provided however, that all non-members of the Brotherhood shall pay the Brotherhood a service charge as a contribution toward the negotiation and administration of the Collective Bargaining Agreement in an amount equal to the regular bi-weekly membership dues of the Brotherhood as amended from time to time.

3.4 The appointing authority shall give written notice to the President of the Brotherhood of those employees within the bargaining unit who become eligible for membership in the Brotherhood and shall, within thirty (30) days of the initial employment or re-employment of an employee within the bargaining unit, initiate the withholding of Brotherhood dues and service charges as required by Paragraph 1 of this Article. Said notice shall be given monthly and shall include the employee's name, address, social security number, date of hire, classification, and initial assignment.

ARTICLE IV MANAGEMENT RIGHTS

4.1 The Brotherhood recognizes that except as limited, abridged, or relinquished by the terms and provisions of this Agreement, the right to manage, direct, or supervise the operations of the State and the employees is vested solely in the State.

For example, the employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with applicable laws and regulations:

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

**ARTICLE V
HOURS OF WORK**

5.1 It is hereby agreed that there shall be three (3) work weeks as follows:

1. A forty hour and forty minute work week (five consecutive eight hour and eight minute days).
2. A forty hour and forty minute work week (four consecutive ten hour and ten minute days). This work week shall apply to Correctional Officer Steward only.
3. A thirty-five hour work week (five consecutive seven hour days, Monday through Friday).

5.2 The various classes of positions are hereby assigned to a basic work week in accordance with the following schedule:

<u>Class Title</u>	<u>Work Week</u>	<u>Pay Grade</u>
Accountant	35	620
Assistant Administrative Officer	35	621
Assistant Administrator Financial Mgmt	35	634
Auto Body Shop Supervisor ACI	35	622
Automobile Service Shop Super. (ACI)	35	621
Bookkeeping Machine Operator	35	610
Chief Clerk	35	616
Clerk Secretary	35	616
Clerk Typist	35	607
Community Correctional Specialist I	40	624
Correctional Officer Investigator I	40	624
Correctional Officer	40	621
Correctional Officer (Armorer)	40	624
Correctional Officer (Canine)	40	624
Correctional Officer Hospital	40	624
Correctional Officer Security Specialist	35	628
Correctional Officer Steward	40	624
Correctional Officer Training Instructor	40	624
Correctional Specialist I	40	624
Data Control Clerk	35	615
Data Entry Operator	35	610
Dental Assistant (Corrections)	40	612
Fiscal Clerk	35	614
Fiscal Management Officer	35	626
Furlough Officer	35	627
Furniture/Upholsterer Repair Shop Supervisor ACI	35	622
Garment Shop Supervisor ACI	35	621

General Maintenance Shop Supervisor	35	624
Graphic Make Ready Supervisor ACI	35	622
Horticulture Shop Supervisor ACI	35	622
Records & Identification Lieutenant	35	624
Industries General Supervisor ACI	35	628
Information Aide	35	615
Janitorial/Maintenance Super. (Corr)	40	621
Laundry Manager	35	623
Librarian	35	618
Librarian (ACI)	35	620
Machinist Supervisor ACI	35	621
Marketing Sales Manager (Prison Industries)	35	626
Medical Records Clerk	35	611
Metal Stamping Shop Supervisor ACI	35	621
Motor Equipment Operator ACI	40	613*G
Office Manager	35	623
Paint & Janitorial Supply Supervisor (Corrections)	35	622
Pharmacy Aide ACI	35	618
Physician Extender	40	659
Principal Clerk Stenographer	35	613
Principal Clerk Typist	35	612
Principal Research Technician	35	627
Printer ACI	35	621
Printing Shop Supervisor ACI	35	623
Property & Control Supply Officer ACI	40	619
Recreation Leader ACI	40	615
Screening Officer	35	623
Senior Accountant	35	623
Senior Clerk	35	608
Senior Clerk Stenographer	35	610
Senior Clerk Typist	35	609
Senior Teller	35	618
Senior X-Ray Technician ACI	35	620
Sign Painter Supervisor ACI	35	621
Storekeeper ACI	40	617
Supervising Pre-audit Clerk	35	621
Supervisor Central Mail Services	35	616
Teller	35	615
Information Aide	35	615
Asst. Supervisor Data Entry Operator	35	614
Senior Word Processing Typist	35	612
Word Processing Typist	35	610
Jr. Electronic Computer Programmer	NS	620

5.3 The parties hereby agree that the following shall constitute the scheduled work hours for Correctional Officer members of the bargaining unit:

- (****) (*) 1. 10:52 p.m. to 7:00 a.m.
- (***) 2. 5:52 a.m. to 2:00 p.m. (Security Towers only)
- (**) 3. 6:52 a.m. to 3:00 p.m.
- (**)(*) (*****) 4. 1:07 p.m. to 9:15 p.m. (Recreation Shift only)
- (**) 5. 1:22 p.m. to 9:30 p.m. (Security Towers only)
- 6. 2:52 p.m. to 11:00 p.m.
- 7. 6:05 a.m. to 4:15 p.m. (Correctional Officer Steward only) (See Food Service Provision)
- 8. 8:05 a.m. to 6:15 p.m. (Correctional Officer Steward only) (See Food Service Provision)
- 9. 6:50 a.m. to 5:00 p.m. (Correctional Officer Steward) (See Food Service Provision)
- (****) 10. 4:52 p.m. to 1:00 a.m. (Work Release Program only)

*Shift numbers 1 and 4 shall be treated as one shift for the purpose of distributing overtime for the 6:52 a.m. to 3:00 p.m. shift under Article VII.

**Shift numbers 4 and 5 shall be treated as one shift for the purpose of bidding under Article X.

***Shift numbers 2 and 3 shall be treated as one shift for the purpose of distributing overtime under Article VII and for the purpose of bidding under Article X.

****Shift numbers 1 and 10 shall be treated as one shift for the purpose of distributing overtime for the 6:52 a.m. to 3:00 p.m. shift under Article VII.

FOOD SERVICE

The Director shall identify the number of Correctional Officer Steward posts in each facility and each shift. Current posts will be vacated and all newly identified posts will be posted for bid, according to Article X.

As an alternative to such rebidding, the Director may change the work cycle of Correctional Officer Stewards from 4 ten-hour days with 3 days off to 5 eight-hour days with 2 days off and replace the current exclusive Correctional Officer Stewards' shifts with the following new shifts created exclusively for Correctional Officer Stewards:

- #7: 4:52 a.m. to 1:00 p.m. (1st shift)
- #8: 5:52 a.m. to 2:00 p.m. (2nd shift)
- #9: 9:52 a.m. to 6:00 p.m. (3rd shift)

Shift numbers 7, 8 and 9 shall be treated as one for the purpose of distribution of overtime within a facility.

5.4 It is recognized that there are no other work schedules peculiar to the Correctional Officer classes of positions in this bargaining unit. In the event it becomes necessary to change the scheduled work hours in any area, 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.

5.5 All non-custodial employees shall be granted a meal period of no less than one-half (1/2) hour duration nor more than one hour duration during each work day to be determined by the work day schedule that applies. Custodial employees shall be granted a one-half (1/2) hour lunch period and shall be required to remain on the premises of the Adult Correctional Institution during their meal period.

5.6 All non-custodial employees shall be granted a fifteen (15) minute coffee break/rest period during the first half and also during the second half of their work day. Said employees shall be relieved from duties during the coffee break/rest period.

5.6 (a) Correctional Officer personnel shall not be prohibited from drinking coffee on post when it does not interfere with the performance of their duties.

5.7 The shift hours, upon being scheduled, will be posted.

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

5.9 The State agrees that the weekly hours of work and tours-of-duty shall not be changed solely for the purpose of avoiding the payment of overtime.

5.10 Employees will not be required to work regularly scheduled consecutive shifts.

5.11 Employees who are required to work a second consecutive eight (8) hour shift off the premises of the Adult Correctional Institutions shall be allowed thirty (30) minutes for meals without deduction in pay prior to the beginning of the second shift.

5.12 Employees who are required to work a post off the premises of the Adult Correctional Institutions, supervising inmates, shall be compensated an additional thirty (30) minutes overtime for every eight (8) hour shift worked at said

post. This provision is in lieu of a meal-time break during their eight (8) hour shift, unless otherwise relieved for thirty (30) minutes during the tour-of-duty.

5.13 When an employee is required to work in a higher class of position for a period of three (3) consecutive days or more, such employee shall receive the lowest salary rate of that higher class which will provide a pay increase of at least one step over his present base rate retroactive to the first day of such assignment.

5.14 The Director may establish and fill within the Records and ID Unit not more than three biddable new or vacant positions whose work week shall consist of 35 hours, five consecutive 7 hour days between 1:00 p.m. and 9:00 p.m. which include Saturday and Sunday or both Saturday and Sunday.

5.15 Employees may within classification exchange work periods/days off, with prior approval of the shift commander or other appropriate supervisor provided that no additional costs are incurred as result of the exchange.

5.16 The State agrees subject to merit system procedures, to create the position of Correctional officer (Canine), Grade 624. New positions, vacancies and bidding in this classification shall be in accordance with the provisions of Article X.

ARTICLE VI SALARY SCHEDULE

6.1 (a) Wage Increase

RIBCO members will receive the following wage increases:

(a) There shall be an across-the-board base wage increase of 2.0% effective July 1, 2012.

(b) There shall be an across-the-board base wage increase of 2.0% effective June 30, 2013.

(c) There shall be an across-the-board base wage increase of 2.0% effective June 29, 2014.

The wage increases for July 1, 2012 and July 1, 2013 will not be retroactive, except for those eligible employees who have retired between those dates and the date of execution of this Award (September 31, 2016).

The wage increases referenced above will be applicable for those in the Corrections Officer hierarchy (RIBCO Exhibit 4), including Correctional Officer Hospital I and II.

Award for July 1, 2015 – June 30, 2017 Collective Bargaining Agreement:

RIBCO members will receive the following wage increases:

- (a) There shall be an across-the-board base wage increase of 2.0% effective June 28, 2015.
- (b) There shall be an across-the-board base wage increase of 2.25% effective December 25, 2016.

The wage increases referenced above will be applicable for those in the Corrections Officer hierarchy list attached (RIBCO Exhibit 4), including Correctional Officer Hospital I and II.

Civilian employees (reflected on the attached exhibit) will receive the following wage increases:

- (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.

There will be a wage reopener for the period beginning July 1, 2016.

6.1 (b) Each employee who holds a position in a class which is enumerated in Article 5.2, shall be placed on the appropriate salary step within the salary schedule for his/her grade based on the number of months service that he/she has attained.

6.2 An employee appointed from an employment or promotional list shall receive a one-step increase at the satisfactory completion of the probationary period which shall be defined as one hundred thirty (130) days worked pursuant to §36-4-28 of RIGL 1956 as amended and shall receive an additional one-step increase each year thereafter until he has reached the maximum of his grade.

6.3 An employee with temporary status shall receive a one-step increase after six (6) months of service in his classification and each year thereafter until he has reached the maximum of his grade.

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

6.5(a) In the event a civilian employee in a classification listed in Appendix A is overpaid for any reason, the State shall provide documentation concerning the overpayment to the employee and, upon request of the employee, to the president of the union. The amount of the overpayment shall be repaid to the State by payroll deduction. If the amount of the overpayment is less than 15% of the employee's net bi-weekly pay, the State may recoup the entire payment in one lump sum. If the overpayment exceeds 15% of the employee's bi-weekly pay, the State may recoup the over payment in installments not to exceed 15% of the employee's net bi-weekly pay.

6.5(b) Any dispute between the State and the Union or between the State and any employee, regarding the amount of any overpayment of wages, shall be submitted to fast track arbitration in accordance with Article 18. The arbitrator shall decide issues of fact and, if applicable, the appropriate remedy. If the arbitrator orders the employee to reimburse the State, the reimbursement shall be by payroll deduction in amounts ordered by the arbitrator.

6.5 (c) In the event that the State and employee agree as to the amount of wages the employee was overpaid, but disagree as to the reimbursement schedule, the payroll deduction reimbursement schedule shall be submitted to fast track arbitration in accordance with Article 18 on a last best offer basis.

6.6 (a) Pay Reduction FY 2009

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 in June 2009 (Pay Period #25, May 24 – June 4, 2009).

Employees so affected will be entitled to accrue one (1) additional day of paid leave during that payroll period.

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

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

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

6.6 (b) Pay Reduction FY 2010

All employees shall receive eight (8) one day pay reductions (each one equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding overtime) to be effective in each of the payroll periods during fiscal year 2010 as designated below:

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

Employees so affected will be entitled to accrue one and one quarter (1.25) additional days of paid leave (for a maximum of 10.0 days) in each of the payroll periods identified above.

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

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

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

6.6 (c) Pay Reduction FY 2011

All employees shall receive four (4) one day pay reductions (each one equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding overtime) to be effective in each of the payroll periods during fiscal year 2011 as designated below:

	Pay Period	Paycheck
1	1/2/2011-1/15/2011	1/21/2011
2	1/30/2011-2/12/2011	2/18/2011
3	2/27/2011-3/12/2011	3/18/2011
4	3/27/2011-4/9/2011	4/15/2011

Employees so affected will be entitled to accrue one and one quarter (1.25) additional days of paid leave (for a maximum of five (5) days) in each of the payroll periods identified above. This leave will accrue to part-time employees on a pro rated basis.

Employees may request to discharge this PR commencing with any payroll period following the payroll period in which it was earned. These requests shall not be unreasonably denied. Employees may elect to carry no more than four (4) PR days solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 1/2/2011-1/15/2011 (paycheck of 1/21/2011), regardless of when the cash payment is made. All other pay reduction leave accruals provided for in this award shall have no cash value whatsoever.

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

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

6.7 No Layoff, Shutdowns or Pay Reductions:

There shall be no layoffs, shutdown, furlough, or pay reduction days, other than those pay reduction days referenced herein, through June 30, 2011.

**ARTICLE VII
OVERTIME**

7.1 It is agreed that when it becomes necessary for the maintenance of security at the Adult Correctional Institutions, the Appointing Authority may direct or authorize overtime work.

The parties agree that the use of involuntary mandatory overtime is undesirable and will be used to meet staffing requirements only when there are insufficient officers willing to voluntarily work overtime. Accordingly, in situations in which the Department schedules special events, including, but not limited to, concerts and exhibitions, which require additional staffing, it will attempt to meet its staffing requirements through the use of correctional officers who voluntarily

accept the overtime assignment. If involuntary mandatory overtime is required, it shall be done in order of reverse seniority.

7.2 Time and one-half shall be paid for all work performed in excess of forty(40) hours for those employees scheduled to work a forty and two-thirds (40 2/3) hour week and all work performed in excess of thirty-five (35) hours for all employees scheduled to work a thirty-five (35) hour week, but there shall be no duplication or pyramiding of overtime.

7.3 (a) Overtime work is to be made a matter of record and distributed fairly and equitably among employees in their respective security and class of position. Overtime work shall be offered first to the off-duty employees who are regularly assigned to the shift on which the overtime occurs, then to the employees on the preceding shift, (officers on overtime on the preceding shift who are assigned to other shifts or securities shall not be asked for overtime as part of this procedure) next to the employees on the subsequent shift and then to any off-duty employees regularly assigned to the facility in which the said overtime occurs. In the event that the overtime in question cannot be distributed as previously stated within the facility in which it occurs, it will be offered on a rotating basis to personnel regularly assigned to facilities other than the one in which the overtime occurred. In the event the employee cannot be reached telephonically, the individual doing the calling will do so in the presence of a Union steward and in the event the Union steward is not available, a Union designee is to be present during the placing of such calls. Errors in this procedure may not be subject to grievance and/or arbitration procedures. A record of overtime will be furnished to the Brotherhood of Correctional Officers at the close of each pay period by the State.

7.3 (b) A review of the overtime roster and the distribution of the overtime shall occur at the completion of the procedure by a union steward or a union designee. Said union steward or union designee shall initial the overtime roster as evidence of his review and concurrence, thereby documenting that a review had to have been conducted and where necessary, correction made to ensure the fair and equitable distribution of the overtime. Pay for missed overtime opportunities is eliminated. Instead, all by-passed staff will be placed at the top of the overtime rotation list under all circumstances.

7.3 (c) The Brotherhood shall furnish the Department up to date written lists for each facility, each unit and each sub-unit by shift including union stewards and a minimum of three (3) union designees to ensure availability of an authorized witness for the purpose(s) of Article 7.3.

The parties agree that written lists for Minimum Security, Work Release and Women's Division shall include union stewards and a minimum of two (2) union designees.

The Brotherhood shall have sole responsibility of maintaining and updating all union steward and union designee lists for the purposes of Article 7.3.

7.4 Hours credited for holidays, sick leave, vacation and compensable injury shall be considered as time worked for the purpose of computing overtime.

*This subsection is subject to the Letter of Understanding regarding R.I.G.L. 36-4-63.

7.5 The State agrees to notify the President of the Brotherhood at the earliest practicable time of anticipated overtime requirements arising from the scheduling of special events.

7.6 Where the employee's work record gives evidence of abuse of sick leave, then it shall be at the Management's prerogative to deny the application of hours credited for sick leave for the purpose of computing overtime. However, the employee shall be entitled to pursue such a denial through the grievance procedure where he feels the denial improper.

7.7 Seminars attended by employees at the request of the State shall be considered as time worked for the purpose of overtime.

7.8 The State agrees to pay double time to any employee required to work more than sixteen (16) hours in any one day or sixteen (16) hours consecutively from one day to the next. No employee shall be able to elect to work more than four consecutive shifts.

ARTICLE VIII HOLIDAYS

8.1 The following shall constitute the official holidays:

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

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

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

8.3 Whenever an employee is required to work on a holiday which falls on his regularly scheduled work day, he shall be credited with the number of hours in his 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.

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

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

8.6 In the event that any holiday listed in Section 8.1 is eliminated by legislative action and a new holiday is not substituted for the holiday that was eliminated during the same legislative session, the State agrees to add one additional day of personal leave.

ARTICLE IX CREATIONS AND ABOLISHMENT OF POSTS

9.1 It is agreed by the parties that the authority to create and abolish posts in all facilities of the Correctional Institution rests fully and solely within the discretion of the Director of Corrections. It is also agreed by the parties that the Director of Corrections or his designee shall determine that sufficient officers are available for proper security and operation on all shifts at all facilities.

ARTICLE X SENIORITY

10.1 It is hereby agreed that subject to the provisions of subsection 2 (10.2) of this Article, the parties hereto recognize and accept the principle of seniority within a class of position in all cases of shift preference, transfer, vacation time, days off, job and location assignment, holiday time, layoffs and recalls. Those post assignments scheduled for seven (7) days shall have days off determined by seniority. Those post assignments scheduled for five (5) days shall have days off as determined by the post assignments (see Appendix I).

10.2 Vacancies or new positions shall be posted and bidded according to seniority within seven (7) days of the date on which the vacancies or new positions occur in accordance with the following procedure:

Vacancies or new positions shall first be posted and bid according to seniority at the security at which the vacancy exists. If the vacancy or new position is not filled within seven (7) days, it shall be posted and bid according to seniority at all other securities simultaneously.

An employee who has been assigned to a particular facility shall not be allowed to bid for any "in house" postings until such time as the individual has properly bid into the facility through the Department-wide bidding process.

Consistent with the provisions of the Merit System and other applicable law, vacancies or new positions shall be filled from within the bargaining unit.

The seniority rights of Correctional Officer (Hospital) shall be in accordance with the provisions of Article X; provided, however, that management shall have the right to reassign Correctional Officer (Hospital) personnel from their bidded post to another post whenever it is determined by the Department that there is insufficient work on their bidded post. Bumping rights based on seniority shall not be applied to such reassignments.

10.2 (a) Correctional Officer Nurses

The Director may create new or vacant float nurse positions assigned to a shift and day off schedule but not assigned to a particular building. No currently bidded Correctional Officer Hospital will be involuntarily reassigned.

When the total number of float nurses exceeds 7 on any shift, float nurses will be permitted to fill subsequent vacancies on bidded posts by seniority, without reducing the complement of float nurses below the number stated above.

10.2 (b) Correctional Officer Stewards

The Director shall have the sole and exclusive authority to determine the appropriate staffing level for stewards at each facility. The least senior steward(s) in any facility may be reassigned to another facility on any particular day (on the same shift) if in the judgment of the Director or his designee, the number of stewards in attendance at the facility on that day and shift, exceeds the staffing level required on that particular day.

10.3 The Department agrees that it shall post temporary vacancies that are reasonably expected to be vacant for not less than seventy-five (75) days. An employee who bids for such a vacancy shall retain his/her bidded days off except when bidding to a five-day post.

The Department shall not be required to post for bid the days off that result from the temporary vacancy. The Department shall not be required to post any temporary vacancy for a Captain, Lieutenant, Steward or Correctional Officer-Hospital assignment.

All such temporary post vacancies that are posted for bid shall be restricted to the same shift and facility wherein the temporary post assignment occurs.

10.4 The parties agree to recognize seniority as defined in the following manner and to include length of service under the "Three Day Rule" in the following definitions:

Primary Seniority is defined as length of service within a current class of position;
Secondary Seniority is defined as length of service in the prior class of position in which the employee has worked;
Bargaining Unit Seniority is defined as length of service in which an employee has worked within the bargaining unit.

Secondary Seniority and Bargaining Unit Seniority shall be applicable only to lay-offs or job abolishment in the manner provided in Article 10.6.

10.5 The Appointing Authority shall prepare and forward to the President of the Brotherhood a seniority list of employees by class of position. Seniority lists shall be revised when necessary and shall be prepared and posted on approved bulletin boards showing the employee's name, class of position and seniority.

10.6 In the event of lay-off or job abolishment, employees shall be laid off in the following order according to seniority:

- (1) Those with temporary status
- (2) Those with provisional status
- (3) Those with probationary status
- (4) Those with permanent status
- (5) Those with statutory status

Two weeks notice of lay-off or job abolishment shall be given to the employees so affected.

- A. Provided however that an employee in 1, 2, 3 or 4 above who had previously accrued seniority in the next lower class of position, shall have the right to displace the least senior

employee in the next lower class of position based upon greater secondary seniority.

- B. If the employee is unable to exercise his primary or secondary seniority, he may exercise his bargaining unit seniority to displace the least senior employee in a lower class of position.
 - A. for which he has held status if applicable; or
 - B. for which he is eligible.

10.7 In the event of recall, the order of lay-off described above shall be reversed.

10.8 A probationary period shall not be required in the event of demotion.

10.9 Any employee who holds full status and has been laid off shall have his name placed on an appropriate re-employment list for three (3) years from the date of termination. Seniority shall accrue to such employee while on said re-employment list.

10.10 If two or more qualified bargaining unit members apply for new or vacant security or clerical positions, the selection shall be made from within the bargaining unit.

Promotions from within the bargaining unit shall not be required for non-clerical positions in Corrections Industries. Qualified bargaining unit members shall, however, be given consideration for any such vacancy.

10.11 Employees appointed from employment or promotional lists shall serve a probationary period of six (6) months, which shall be defined as one hundred thirty (130) days worked pursuant to 36-4-28 of the Rhode Island General Laws of 1956, as amended, during which time the Appointing Authority shall report to the Personnel Administrator every sixty (60) days concerning the work of the employee, and at the expiration of the probationary period, unless the Appointing Authority files with the Personnel Administrator a statement in writing that the services of the employee during the probationary period have not been satisfactory and that it is desired that he not be continued in the service, he shall receive permanent status in his classification. The probationary period for new employees shall begin on the first day of their employment following graduation from the Correctional Officer Training Academy. Each new employee not appointed from a list shall be considered a temporary employee and also shall serve a probationary period of six months commencing on their first day of employment. Employees appointed to a position of Correctional Officer shall receive one (1) week of "on the job" training, exclusive of that time served in the Training Academy.

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

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

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

- (a) When an employee has been discharged for just cause.
- (b) When an employee terminates his employment.
- (c) When an employee fails to respond to a recall notice.
- (d) When an employee fails to notify his departmental director of his absence from work within five (5) working days unless extenuating circumstances prohibit such notice.
- (e) When an employee fails to renew a leave of absence.
- (f) When an employee is laid off in excess of three (3) consecutive years.
- (g) When an employee engages in other work without authorization while on leave of absence.
- (h) When an employee has worked out of his classification for a cumulative period greater than six (6) months or has worked out of his classification under the Three-Day Rule, for a cumulative period greater than six (6) months or more within a two-year period; provided, however, that an employee failing an examination while working under a temporary appointment shall not lose his seniority provided that he returns to his former classification within thirty (30) calendar days of the mailing of the results of the examination except as provided in Article 10.3 and Article 10.5.
- (i) When an employee shall transfer to any other shift, location or other preference, in such a case, the employee's seniority shall be temporarily suspended within the facility for a period of sixty (60) days; i.e., when bidding in house from shift to shift he shall be ineligible to bid for any post or other preference on said shift for said sixty (60) days, when bidding from facility to facility he shall be ineligible to bid for any preference at the new facility for sixty (60) days.

10.14 The parties agree that when more than one employee enters a class of position simultaneously the following formula will be used to determine primary seniority.

- (a) The length of service in the prior class of position covered by this Collective Bargaining Agreement in which the employee has worked.
- (b) Final standing in the Correctional Officer Training Academy.

- (c) The length of service in which an employee has worked for the State.
- (d) Date of application.
- (e) Coin toss.

10.15 Employees returning to work from a short term leave which was not longer than a two (2) month period, shall be allowed to bid within ten (10) working days of return for vacancies or new positions that were posted during the leave period.

10.16 The parties recognize the desirability of a staffing pattern on each shift which provides a majority of Correctional Officers of the same sex as that of the inmates assigned to the security involved. The term "majority" shall be defined as one more than half. The Director shall not be obligated to provide a staff that shall be comprised of a majority of the same sex.

In order to implement this concept, the following procedure shall be followed whenever the Director and/or his designee determines that a condition exists that results in a staffing pattern that may require adjustment.

The Department may fill a temporary vacancy from an overtime list composed solely of employees of the same sex as that of the inmates assigned to that security. The call-in procedure shall be in accordance with Article 7.3.

When a permanent vacancy occurs and management determines that a condition exists that results in a staffing pattern which may require adjustment, the following procedure shall be followed:

STEP 1 The vacancy shall be posted and bid in accordance with Article 10.2. Bidding shall be restricted to female Correctional Officers. In the event that no female Correctional Officers bid then;

STEP 2 The Department shall be able to appoint a probationary female Correctional Officer. In the event that there are no probationary female Correctional Officers, then;

STEP 3 The Department shall be able to appoint the least senior unbidded female Correctional Officer. In the event that there are no unbidded female Correctional Officers, then;

STEP 4 The Department shall be able to appoint the next female Correctional Officer who graduates from the Training Academy regardless of class standing.

The above stated program and procedure may also be applied to a male inmate facility.

10.17 (a) Any post which requires the performance of strip searching as a regular, routine and daily task shall be open only to officers of the same gender as the inmate population.

10.17 (b) The parties shall form a committee comprised of an equal number of Brotherhood and State representatives whose purpose shall be the identification of those posts which shall be gender specific. The agreed upon list of such positions will be appended.

10.18 The Director shall have the right to reassign an employee from his/her job or location assignment for cause when necessary in order to protect and maintain security, safety, good order and in appropriate critical circumstances to maintain the Department's zero tolerance policies towards any pattern of staff harassment and/or violence in the workplace. Such reassignment may result from inmate-staff or staff-to-staff conflict. Such assignments may not exceed six (6) per year.

The Brotherhood shall have the right to challenge any reassignment before a committee composed of three persons, one selected from the Brotherhood, one selected by the Director and one selected by mutual agreement of the parties' representatives. If the parties are unable to agree then the American Arbitration Association shall appoint the neutral Arbitrator. The Committee hearing shall take place within 15 days of the date of reassignment. The committee shall render a bench decision which will be final and binding on both parties. Any employee reassigned shall maintain his/her shift and days off.

When an employee is reassigned pursuant to Article 10.18 such employee shall be considered bid into the facility after sixty (60) days.

10.19 The Director shall have the right to make the following special assignment. Tac Team Commander.

10.20 Posts on existing roll calls on each shift at each facility will be posted and bid and shall be considered "authorized posts". The number of authorized posts on each shift at each facility will not be reduced unless abolished under Article 9. The term "authorized posts" in accordance with this provision shall be defined as a specific job/location assignment at a specified facility on a specific shift.

In accordance with this provision it is agreed that inter-facility reassignments for the classes of position within the Correctional Officer hierarchy may be implemented by management only when the number of personnel reporting for duty within said class of position exceeds the number of "authorized posts" established by the Director of Corrections or his/her designee on a specific day for that specific facility and shift.

However, in the case of road or work crews that do not go out on assignment as scheduled, interfacility reassignments may be implemented by

management when the number of personnel reporting for duty exceeds the number of authorized posts required by the Director of Corrections or his/her designee on a specific day for that specific facility and shift.

When a transfer is implemented it shall be done on the basis of reverse seniority in the following order:

- 1) those Officers who have not bid into the facility;
- 2) those Officers who have bid into the facility, but have not bid on a post;
- 3) those Officers who have a bid post.

The relief factor in each facility on each shift shall not be manipulated in order to create over staffing.

ARTICLE XI VACATIONS

11.1 All employees covered by this Agreement shall receive a vacation with pay according to the following schedule.

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

11.1 (a) The State agrees to allow employees who have unused accrued vacation time, that had been previously frozen, to carry forward such time as frozen vacation time. This frozen time may be discharged at the employee's request provided it remains subject to Department approval which shall not be unreasonably withheld. The State agrees to provide a list of the employees and their frozen hours to the Brotherhood.

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

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

11.4 Employees may be allowed to carry over from one year to another not more than the vacation time accrued and credited in two years.

11.5 In addition to the foregoing, each employee shall be entitled to four (4) personal days with each fiscal year to be used for personal business and/or religious observance. Time will be accrued for the first year of employment as follows:

- a) July 1, through September 30 - four (4) days;
- b) October 1, through December 31 - three (3) days;
- c) January 1, through March 31 - two (2) days;
- d) April 1, through June 30 - one (1) day.

Employees shall not be required to state the reason for the use of the days off, but shall be required to obtain prior approval for their absence. Such approval may be denied only if the resulting absence interferes with the proper conduct of the division's functions. Employees denied personal leave on the day specified above due to interference with the proper conduct of division functions shall be entitled to use the time off at another time. Denial shall not be based on increase of overtime as long as sufficient personnel are available to work the required time. In the event that it is found that the authorization of personal leave time will interfere with the proper conduct of the division's functions, employees will be awarded personal leave on a seniority basis. Personal leave will not be carried from year to year. Personal leave may be used as follows:

- a) One-half (1/2) day on Good Friday afternoon;
- b) One-half (1/2) day on the day before Christmas;
- c) One-half (1/2) day on the day before New Year's;
- d) Two and one-half (2 1/2) days for personal business and/or other religious observance.

ARTICLE XII SICK LEAVE

12.1 Sick leave with pay shall be granted to employees covered by this Agreement. Sick leave with pay is hereby defined to mean a necessary absence

from duty due to 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 family of the immediate family who is ill; provided, however, that sick leave for family illness shall not exceed ten (10) days during a calendar year.

12.2 Employees whose basic work week is thirty-five (35) hours 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 for each bi-weekly period of service.

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

12.4 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 thirty-five (35) hour a week employee or a nonstandard employee shall be entitled to receive 50% pay for all accrued sick leave over 390 hours up to and including 630 hours and 75% pay for all accrued sick leave over 630 hours.

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

The appointing authority may require a physician's certificate or other satisfactory evidence in support of any request for sick leave pay, but must require a physician's certificate or other satisfactory evidence for each sick leave with pay covering an absence of more than three consecutive working days.

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

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

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 12, Sick Leave.

12.6 Pregnancy leave will be granted under the same conditions as sick leave is granted under this Agreement. The commencement, duration, and expiration of such leave shall be determined on the basis of the pregnant employee who exhausts available sick leave and who remains unable to return to work shall be entitled to apply for and receive a leave without pay for such time as is necessary for the pregnant employee to complete recovery, which shall be determined by the employee's physician.

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 a period of six months and shall be subject to the same provisions as other leaves without pay.

12.7 (a) Whenever a Correctional Officer or an employee who works in security or deals directly with inmates, has been viciously assaulted by an inmate(s) or any other person in the regular performance of his/her duties and sustained grievous bodily injury as a result of such assault and such injury results in total incapacity either temporary or permanent, he shall be paid full salary less any amount recoverable under the Workers' Compensation Act when applicable for a period not to exceed one (1) year, without reduction of sick leave or annual leave. Should such incapacity continue for more than one year, then the Correctional Officer or employee shall be granted sick leave in accordance with the rules applicable thereto, in an amount not to exceed his regular compensation. Deductions from accumulated credits shall be applied only to 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. The State agrees to provide health benefits in accordance with Article 13 for qualifying A-Status employees on an indefinite basis. Said benefit shall continue until the employee returns to duty, resigns, and/or retires.

(b) Whenever a Correctional Officer or an employee who works in security or deals directly with inmates, who in the regular performance of his duties sustains bodily injury as the result of banging bars, responding to a code or injury resulting from trap, contact or assault by an inmate, or injury resulting from trap, contact or assault by any other person and such injury results in total incapacity, either temporary or permanent, shall receive full salary, less any amount recoverable under the Workers' Compensation Act where applicable, for a period of not more than twenty-six (26) weeks, without reduction of sick leave or annual leave, then the Correctional Officer or other employee shall be eligible for

compensation in accordance with the Workers' Compensation Act only, and shall be allowed to use sick leave or annual leave credit up to the present statutory limit. The State agrees to provide health benefits in accordance with Article 13 for qualifying B-Status Employees for a period not to exceed twenty-four (24) months commencing the first calendar day subsequent to the qualifying compensable injury. Said 24 months benefit period shall continue until the employee returns to duty, resigns, and/or retires.

(c) Whenever a Correctional Officer or an employee who works in security or deals directly with inmates, while in the regular performance of his duties, sustains any other work related injury not defined in Paragraphs A or B above shall be eligible for compensation in accordance with the Workers' Compensation Act only, and he shall be allowed to use sick leave or annual leave credit up to the present statutory limit. The State agrees to provide health benefits in accordance with Article 13 for qualifying C-Status employees for a period not to exceed twenty-four (24) months commencing the first calendar day subsequent to the qualifying compensable injury. Said twenty-four (24) month benefit period shall continue until the employee returns to duty, resigns, and/or retires.

In the event that there is any dispute by either party to this agreement as to whether or not a Correctional Officer or employee claiming benefits under Paragraph A or Paragraph B of the agreement is entitled to the same, that dispute shall be referred to an injury committee composed of the Director of Corrections or his designee, the President of the Brotherhood, or his designee, and one member appointed by the Director of the Department of Labor and Training. The injury committee shall review the facts of each case presented to it. The decision of this committee shall be final and binding and shall not be subject to grievance and/or arbitration.

The State of Rhode Island shall have the right to have a physician(s) of its choice examine any Correctional Officer or employee making a claim for benefits under any section of this provision.

****** The language changes in 12.7 (a) & (b) are effective January 1, 2016.

12.8 Any employee whose employment requires exposure to X-rays or other unusual employment hazard or who contracts a communicable disease in the regular course of his employment, shall be granted special sick leave credits not to exceed 120 hours in a calendar year if he is a forty (40) hour employee or 105 hours in a calendar year if he is a thirty-five (35) hour or nonstandard employee. Such sick leave credits shall be available and sick leave granted upon the approval by the Personnel Administrator or the written recommendation of the Appointing Authority. Such recommendation shall be based upon a determination by blood test, other appropriate diagnostic 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.

In order to attempt to eliminate or minimize occupational exposure to hepatitis B virus (HBV), Human immunodeficiencies virus (HIV) and other bloodborne pathogens, the Department of Corrections shall conform to applicable regulations promulgated under Section 6 (B) of the Occupational Safety and Health Act of 1970, 29 U.S.C. 655 for all employees it reasonably anticipates will experience occupational exposure, as that term is defined by said act. Compliance with the state's obligation under this provision shall be determined in accordance with OSHA procedures, and shall not be subject to the grievance and arbitration process.

12.9 The State agrees to pay a death benefit in the amount of \$150,000 to the surviving spouse, or if there is no surviving spouse then to the estate of an employee killed in the line of duty.

12.10 The Department recognizes that hypertension that arises out of and in the course of employment, which is connected therewith and referable thereto, is a chargeable Workers' Compensation claim under the present statute. The Workers' Compensation Commission shall have exclusive jurisdiction consistent with the R.I.G.L 1979, as reenacted and amended, to determine all questions that arise under this section. No question pertaining to hypertension shall be subject to the grievance and arbitration procedure.

12.11 The Department of Corrections absenteeism control policy will not be based exclusively on the number of absences, but will also take into consideration individual circumstances.

12.12 An employee who donates blood while on duty at a Red Cross blood drive held at the John O. Pastore Government Center shall be entitled to up to two (2) hours paid leave for the purpose of doing so. When the employee completes the donation process, he/she shall return to work. The scheduling of any such donation must be approved by the shift commander or other appropriate supervisor.

ARTICLE XIII HEALTH AND WELFARE

13.1 (a) Effective May 9, 2010, the State health benefits plan then in force for persons covered by this Agreement is modified to reflect the following changes:

- i. Primary Care office visit co-pay is \$10 (includes internal medicine, family practice, pediatrics and geriatrics);
- ii. Emergency room co-pay to increase to \$100;
- iii. Urgent Care co-pay to increase to \$35;

- iv. Specialist office visit co-pay to increase to \$20 (includes all physicians other than primary care physicians);
- v. The drug co-pay for a 31-day supply shall be as follows:

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

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

Effective May 9, 2010, 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.

(2) Dental plan crown coverage shall be changed to 80%.

(b) Effective January 1, 2017, or as soon as practical thereafter, the State health benefits plan then in force for persons covered by this Agreement is modified to reflect the following changes:

In-Network Deductible ¹	\$250 (\$500 Family)
In-Network OOP Max	\$250 (\$500 Family)
OON Deductible	\$500
OON OOP Max	\$3250/\$6500
PCP Co-pay	\$15
Specialist Co-pay	\$25
Urgent Care Co-pay	\$50
ER Co-pay	\$125
RX Plan (G/F/NF)	\$7/\$25/\$45

13.2 A complete chest X-ray shall be given to each employee within one week of employment and repeated annually thereafter without cost to the employee. The employee shall be given a report of the examination and a confidential record shall be kept by the employer. Chest X-rays will be scheduled by the Department of Corrections and shall not constitute reasons for overtime or call-in-time.

13.3 The State hereby agrees to furnish rest facilities and all other facilities as required by the State Occupational and Safety Act, 28-20-1 through 28-20-34. The rest facilities shall be other than those made available for inmate use.

¹ The \$500 family deductible is cumulative, meaning once any combination of family members has paid \$500 towards items covered by the deductible, the deductible has been met.

13.4 The State will provide lockers whenever space and funds are available.

13.5 The State agrees to provide Delta Dental* Level II Individual Plan or Family Plan whichever is applicable. The State agrees to provide Delta Dental Level IV. An employee who desires to purchase Level III may do so at his own expense.

*The Delta Dental Plan reference is accepted by the parties to mean Delta Dental Plan or a plan equivalent to the Delta Plan.

13.6 The State agrees to provide a family or individual Vision Care Plan for employees.

13.7 Health benefits for employees injured on duty shall be as provided in Article 12.7.

13.8 Health benefits for employees on leave without pay status whether voluntary or involuntary shall be continued for a period of twenty-four (24) months, except that employees granted Leave Without Pay under that portion of Article 21.1 which provided for leaves for other purposes deemed proper and approved by the appointing authority and the Personnel Administrator shall be granted health benefits, at the discretion of the appointing authority.

13.9 Insurance

(a)

All eligible full time 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.

Effective July 1, 2016			
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%	

Effective September 30, 2016, all eligible full time employees hired on or after June 17, 2012 shall contribute 20% of premiums toward the cost of health care coverage for either the individual or family plan for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentage shall be via payroll deductions. This shall be applied prospective and shall not be applied retroactively.

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

Due to the delay in implementing the Plan Design changes, the co-share contributions shall be based upon the pre-October 1, 2008 plan working rates until 30 days after the issuance of the award.

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

13.11 Flex Plan

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.

13.12 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 2010 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.

13.13 Retiree Health Insurance

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 award. Should a court of competent jurisdiction declare this legislation to be unconstitutional in whole or in part, the parties agree that retiree health insurance benefits as provided by law shall remain in effect for the term of this award. No provision of the collective bargaining agreement shall provide benefits inconsistent with such law.

13.14 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.

This provision shall be effective as of September 30, 2016 and shall not be applied retroactively.

ARTICLE XIV BULLETIN BOARDS

14.1 The State agrees to provide reasonable locked bulletin board space in each facility for exclusive use by the Brotherhood where notices may be posted.

ARTICLE XV BROTHERHOOD COMMITTEE

15.1 Designated Brotherhood members or elected officials shall be granted 150 hours per week time off with pay during working hours to investigate and seek to settle grievances, to attend hearings, meetings, conferences relating to union business and contract negotiations with State officials. Such time shall be granted with the approval of the Departmental director or his designee, which said approval shall not be unreasonably withheld. The following procedure will be used:

- (a) A written request shall be made for such time off requested on the forms provided by the Department to request time off pursuant to this Article.
- (b) Union representatives seeking time off shall give advance or written notice of at least three (3) days to permit the State to find replacements if necessary.
- (c) In those cases where immediate presence of a union official is required to resolve a grievance or attend to other matters requiring immediate action, the request for time off shall be given without delay by phone, in person, or by other means according to the situation requirements. If the State finds that immediate action is required, which determination shall not be unreasonably declined, the request for time off shall be granted in sufficient time to permit the Union representative to go where his presence may be required and take the action deemed necessary. A written form shall be submitted as soon as possible thereafter to permit the State to have complete records showing that the request was made and action taken thereon.
- (d) Where the union gives at least three (3) days advance notice, the State shall grant or deny the request within two days of its receipt.
- (e) Should the presence of a union representative become necessary at a hearing, meeting, conference, arbitration, or contract negotiation session,

under conditions that he is unable to give advance notice of at least three days, he shall make a written request as soon as he learns that his presence is necessary. If the State determines that the request should be granted, which determination shall not be unreasonably withheld, the applicant seeking the time shall be notified immediately of the approval. Should the State decide to deny the time requested, immediate reply shall also be made, in writing, for the denial.

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

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

15.4 It is agreed that the following officers shall hold the indicated positions on the seniority list: FIRST, President; SECOND, First Vice-President; THIRD, Secretary Treasurer; FOURTH, Grievance Chairman. Any Union official exercising his seniority rights under the provisions of this Article for the purpose of bidding as outlined in Article X, shall retain his bid at the completion of his term of office.

ARTICLE XVI DISCHARGES

16.1 It is agreed that an Appointing authority may dismiss, demote or suspend an employee for just cause.

16.2 In the event of demotion, the Appointing Authority shall give the Personnel Administrator, the employee, and the Brotherhood written notice of his intention to affect the demotion not less than fifteen (15) days before the date it is intended to become effective. In the event of suspension or dismissal, the Appointing Authority shall give the Personnel Administrator, the employee, and the Brotherhood written notice of its intention to affect said suspension, not to be less than seven (7) calendar days before the date such suspension is intended to become effective, or dismissal as soon as it is possible to do so. Said suspension or dismissal shall become effective at a time as soon as practicable, taking into account all relevant factors.

16.3 In all other cases, the employee and the Brotherhood shall be notified on or before the effective date of said action.

16.4 If within two weeks of such dismissal, demotion, or suspension, the employee or the Brotherhood so affected notifies the Appointing Authority in writing that he has been unfairly treated and gives his reasons therefore, he may

have his case reviewed in accordance with the grievance and arbitration procedure set forth in this Agreement.

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

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

16.7 No employee will be placed on leave without pay except for just cause. In the event that an employee is placed on leave without pay, said employee or his union, in the event that he feels said action is not justified, shall be allowed to submit said matter to the expedited arbitration process, and the State will agree to be bound with said expedited arbitration procedures.

16.8 No oral reprimand will be given in a manner that will embarrass the employee before other employees, inmates or the public.

16.9 In the event that an employee is to be interviewed with regard to his suspension, demotion or termination, except in the case of an interview as part of progressive discipline involving matters of a minor nature, he will be advised that he has the right to have a union representative present at the interview. During such interview he will not be required to give or sign any statement or take a polygraph exam without the presence of a Union representative, if such is requested in writing.

ARTICLE XVII GRIEVANCE PROCEDURE

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

17.2 There shall be a grievance procedure as follows:

Step 1.

(a) A grievance shall be presented by the aggrieved employee and/or by the Brotherhood within ten (10) working days of the employee's and/or Brotherhood's knowledge of the occurrence of such grievance.

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

Step 2.

(a) If the grievance is not resolved in Step 1 above, it shall be reduced to writing and submitted to the designee of the Director of the Department of Administration by the aggrieved employee and/or by the Brotherhood within fourteen (14) working days of the employee's and/or Brotherhood'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 Brotherhood representative shall meet, within fourteen (14) working days of the submission of the written grievance, with the Director's designee who shall conduct a hearing on the grievance. Two (2) Brotherhood officers and the aggrieved may present the grievance at the hearing. Such designee shall render a written decision to the Brotherhood and to the employee within fourteen (14) working 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 Brotherhood, then such grievance may be submitted to arbitration in the manner provided herein, within thirty (30) working days from the transmittal of the Step 2 decision. Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The State, on request, will produce payroll and other records, as necessary. Members of the Brotherhood committee, stewards, the aggrieved employee and employee witnesses who are State employees will be paid at their regular rate up to their normal quitting time for time spent in processing grievances. The Brotherhood 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 Brotherhood representation. If such grievance is processed without Brotherhood representation, the facts and disposition of said grievance will be furnished to the Brotherhood. If such grievance is presented without Brotherhood representation, the Brotherhood shall be entitled to be present at the time of any remedy, which remedy shall not be inconsistent with the terms of the Collective Bargaining Agreement.

(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 Brotherhood in writing.

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

(d) For purposes of this Article, the following definition shall apply: A "Working day" shall mean prior to the end of the shift on the working day following receipt of the grievance, and shall be exclusive of weekends, the aggrieved's vacation and holidays.

17.3 The time limits specified herein shall be regarded as maximum limits and every effort shall be made to expedite the processing of grievances; provided, however, that the parties may by mutual agreement extend any time limitation specified herein.

17.4 If no hearing has been scheduled or no decision rendered as specified in Step 2 within sixty (60) days of the State's receipt of a grievance, then such grievance may be submitted to arbitration in the manner provided herein. However, prior to filing for arbitration, the Brotherhood is required to provide thirty (30) days advance written notice to the State of their intention to do so, during which time the State shall have the right to proceed to conduct a hearing and/or render a decision as provided in Step 2.

17.5 A Civil Service employee may process their grievance through either the grievance procedure or before the Personnel Appeal Board. However, the initiation of a matter before the Personnel Appeal Board shall be deemed a waiver of the employee's right to utilize or continue to utilize the grievance procedure provided herein with respect to that matter.

ARTICLE XVIII ARBITRATION

18.1 If a grievance is not settled under Article XVII, such grievance shall, at the request of the Brotherhood, be referred to the Labor Relations Connections in accordance with its rules then obtaining. The Expedited Arbitration Rules of the American Arbitration Association may be used by agreement of both parties.

18.2 The decision of the arbitration shall be final and binding upon the parties. The expense of such arbitration proceedings shall be borne equally by the parties.

18.3 Only grievances arising out of the provisions of this contract relating to the application or interpretation thereof may be submitted to the arbitration board.

18.4 All matters concerning changes in wage schedules, monetary fringe benefits or any other matters requiring the appropriation of money shall not become a subject for arbitration. It is understood that this section shall not apply to any obligation arising under the interpretation of this Agreement.

18.5 In the event the State refused to implement an arbitrator's award compelling the Rhode Island Brotherhood of Correctional Officers to seek remedy in a court action, the State shall pay all legal fees involved in the court appeal, provided the award by the court affirmed the arbitrator's decision.

18.6 All matters which involve an employee's termination, suspension, loss of wages, loss of seniority, or demotion shall be submitted to arbitration procedures, pursuant to the Expedited Arbitration Rules of the American Arbitration Association.

18.7 A panel of six (6) arbitrators mutually selected shall hear cases on a rotating basis, not less than one day each month, limited to Overpayments as set forth in Article 6.5, or as otherwise mutually agreed by the State and the Union. The parties shall mutually select not less than three (3) nor more than six (6) cases to be heard on any day.

ARTICLE XIX SAFETY COMMITTEE

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

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

19.3 A safety committee shall be appointed composed of two (2) representatives selected by the Brotherhood and two (2) representatives by the State. Said committee shall appoint its own chairman and shall meet semi-annually and in addition when it is determined by two (2) or more members that such a meeting is warranted. It may draw up a safety code to recommend to the State.

19.4 This Article applies to Physical Plant defects and does not apply to staffing.

19.5 In all instances, the Department of Corrections shall consider the safety of all personnel covered by this Agreement to be of paramount importance.

**ARTICLE XX
GROUP LIFE INSURANCE**

20.1 It is agreed that all employees shall be eligible to participate in the State Employees' Group Life Insurance Program, as established by 26-12-6 of the Rhode Island General Laws of 1956, as amended.

20.2 The following provisions of the insurance program are set forth herein:

- (a) Each new employee will be automatically covered unless such employee designates in writing that he desires not to be insured.
- (b) Each covered employee will be provided with an amount of group life insurance equal to the amount of his annual compensation 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 two percent (2%) thereof at the end of each calendar month following the date the employee attains the age of sixty-five (65) years until the amount of such insurance reaches twenty-five percent (25%) of the coverage in force immediately prior to the employee's sixty-fifth birthday.
- (d) The cost to the employee of such insurance shall not exceed the rate of twenty-five (25) cents 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 XXI
LEAVE WITHOUT PAY**

21.1 It is agreed that upon written application thirty (30) days in advance, an employee with permanent status may be granted a leave without pay not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability, performance of duties with a labor organization serving employees of the State of Rhode Island, or other purpose deemed proper and approved by the appointing authority and the Personnel Administrator. It is the responsibility of the employee to notify the Employee Relations office thirty (30) days prior to the expiration of any such leave to formally request a renewal, if desired.

21.2 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.

21.3 In the event the employee returns before the employee's said leave of absence is expired, the employee shall be returned to the position from which he is on leave at the same step of the then current pay range for his class of position.

21.4 Seniority shall be retained and shall accumulate during all leaves without pay.

ARTICLE XXII JURY LEAVE

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

22.2 Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty or who is subpoenaed by a legally enforceable subpoena to appear before a court, public body, or a commission, shall be granted a leave of absence from his regular duties during the actual period of such jury duty or subpoena, provided that the subpoena is job related, and said employee shall receive for such period his regular pay or his jury duty/subpoena pay, whichever is greater.

22.3 Every off-duty employee covered by this Agreement who is subpoenaed or who is otherwise required to appear before a court, commission, judicial body or otherwise public body, provided that the same is job related, and further provided that the court, commission, judicial body or otherwise public body has informed the Inspector's Office of the Department of Corrections that the presence of said employee is needed; and an employee who expends time in accordance with this section shall be compensated at the rate of time and one-half for a minimum of four (4) hours.

ARTICLE XXIII MILITARY LEAVE

23.1 Every employee covered by this Agreement who has left or shall leave his position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve or by

reason of enlistment, induction, commission, or otherwise) and who has been employed for 180 or more calendar days within the 12 months preceding the entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member in 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.

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

23.2 (b) The parties agree that new employees hired after July 1, 1986 shall receive benefits contained under this section as follows:

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

23.2 (c) 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. Reenlistment or other continued service in the armed forces resulting from a choice by the employee shall cancel such payments.

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

23.4 Employees on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.

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

under which such returns may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

ARTICLE XXIV MILITARY TRAINING LEAVE

24.1 Employees covered by this Agreement, 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) days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he shall be granted leave without pay for this purpose.

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

24.3 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 XXV PROVISION FOR INFORMATION

25.1 The State shall make known to each employee the existence of its contractual relationship provided by this Agreement within five (5) days of said employee's hiring.

25.2 The State shall supply a copy of this Agreement to each employee covered by its terms.

25.3 The State shall make available to each employee a copy of the written job description applicable to the position occupied by the employee.

25.4 The State shall provide a Policy and Procedure Book outlining the work rules pertinent to each correctional facility.

25.5 The employer agrees to provide the Brotherhood, upon request and adequate notice, access to materials and information necessary for the Brotherhood to fulfill its responsibility to administer this Agreement. This shall include the lists certified by the Division of Personnel to the Department which

result from civil service examinations, including employment and promotional lists.

ARTICLE XXVI SHIFT DIFFERENTIAL

26.1 The "evening tour of duty" shall mean those hours worked between the hours of 3:00 P.M. and 12 midnight. The "night tour of duty" shall mean those hours worked between the hours of 11:00 P.M. and 8:00 A.M.

26.2 All employees who are permanently assigned to work sixteen (16) or more hours of a forty (40) hour work week or fourteen (14) or more hours of a thirty-five (35) hour work week during the "evening tour of duty" or during the "night tour of duty" shall be compensated seventy (70) cents per hour over the rate prescribed for the classification in which their work is performed for all hours of the work week.

26.3 The State shall be responsible for monitoring the amounts of shift differential compensation paid to each employee, and in the event the employee is paid said compensation in excess of the hours actually worked, the employee shall be required to reimburse the State for said excess compensation, but with no more than a fifty dollar (\$50.00) maximum deduction per pay period until such overpayment is totally reimbursed.

ARTICLE XXVII RETIREMENT

27.1 It is agreed that all new employees, other than employees with the classifications of Correctional Officer who are under sixty (60) years of age shall be required to become members of the State Employee's Retirement System as established by 36-9-1 of the General Laws of 1956, as amended, and contributions to such retirement plan shall be deducted from said employee's pay at the rate prescribed by Chapter 36-10-1 of said General Laws of 1956, as amended.

27.2 The effect of the O'Brein award on retirement contributions is governed by R.I.G.L. § 36-10-9.2, 36-10-10.2, 36-10-10.4.

ARTICLE XXVIII CALL IN TIME

28.1 It is agreed that any employee reporting for work on his regularly scheduled work day, unless notified during the preceding day not to do so, will be permitted to complete at least a half day period and may be assigned other than his regular work within his physical capacity at his established rate of pay. The

substitute assignment may not be used for disciplinary purposes or implemented by the employer in such a manner.

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

28.3 (a) Employees who are called to report for work after having left their place of employment and outside their regular scheduled work hours shall receive not less than four (4) hours pay at their overtime rate.

28.3 (b) Notwithstanding the provisions of Article 28.3A, Correctional Officer Stewards who are called to report to work for duty after having left their place of employment and outside their regularly scheduled work hours, shall receive not less than two (2) hours pay at their overtime rate. In the event insufficient personnel report for work pursuant to such call, the Director or his designee retains the right to hold over employees already on duty in the same facility.

ARTICLE XXIX UNIFORMS

29.1 A uniform committee shall be established to study the question of uniforms. Said committee shall be composed of two (2) members of the Brotherhood and two (2) members of the State. The parties agree to discuss nurses, civilian and non-uniform employee clothing as well as Correctional Officer hats. If the committee cannot reach agreement, then the parties agree to submit the question of uniforms to expedited arbitration.

29.2 The State shall supply each employee with a uniform and with all protective clothing and equipment necessary in the normal performance of duties and to replace said uniforms, protective clothing and equipment, whether such replacement is occasioned by damage or ordinary wear and tear arising out of the normal performance of duties. Both winter and summer uniforms shall meet the agreed specifications, or be of comparable quality, and shall be provided annually to each employee. All jackets which are new issues or replacements after July 1990 will meet specifications which are presently used in the Blauer Manufacturing Company. The summer uniforms will be provided to all personnel effective May 15th of each year hereafter, and the winter uniforms will be provided to all personnel effective October 15th of each year hereafter in accordance with Appendix II.

The parties agree to develop a voucher system for the replacement of uniforms after the initial issue. Uniforms shall continue to meet current contract specifications.

In lieu of issuing footwear, the State agrees to pay in December of each year, effective January 1999 to pay the sum of \$105.00 to each employee who qualifies for the uniform issue defined within Appendix IIA and Appendix IIB.

29.3 The State shall replace in kind clothing, eyeglasses and watches of an employee which are damaged by an inmate while the employee is performing his regular duties. Such proof of damage shall be the responsibility of the employee to prove to the appointing authority by virtue of special incident reports and turning in the damaged clothing, eyeglasses, or watches. The dollar value for replacement or repair will not exceed twenty-five dollars (\$25) for watches.

29.4 Effective January 1999 the allowance shall be increased to six hundred and fifty dollars (\$650.00) annually, fifty-four dollars and 16 cents (\$54.16) monthly. Such payments shall be made not later than December 15 and June 15 of each calendar year. Employees on leave without pay, extended sick leave in excess of thirty (30) days, suspension, workers' compensation, and other reasons to be away from work, will not receive the maintenance allowance for the previous six (6) month period for the time away from work.

The uniform allowance shall be increased by \$50.00 annually for the purpose of purchasing puncture-proof gloves.

29.5 The State shall provide each Correctional Officer with pouches for latex gloves, which Officers shall wear.

ARTICLE XXX EMPLOYEE EVALUATION

30.1 (a) All monitoring or observation of the work performance of an employee will be conducted openly and with his full knowledge.

30.2 Employees will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors.

30.3 Each employee or his designated Union representative will have the right upon written request by the employee to review the contents of his personnel file. An employee or his designated representative may obtain copies of the documents made available under this section.

30.4 No material derogatory to an employee's conduct, service, character, or personality will be placed in his personnel file unless he has had an opportunity to review the material.

30.5 After a period of six (6) months, if the employee has not committed any further infractions of appropriate rules and regulations, an oral reprimand shall be expunged from the employee's personnel record.

After a period of one (1) year, if the employee has not committed any further infraction of appropriate rules and regulations, a written reprimand shall be expunged from the employee's personnel record.

After a period of five (5) years, if the employee has not committed any further infraction of appropriate rules and regulations, he may submit a petition in writing to the Department of Corrections to expunge suspension of five (5) days or less from his personnel file. If the Director, in his discretion, approves said petition, it shall be removed from the personnel file.

ARTICLE XXXI TRAINING

31.1 The State shall provide a basic pre-entry training program for Correctional Officers. In addition, the Department shall offer a minimum of forty (40) hours per year of training to all uniformed Correctional Officers. The majority of training shall take place at the Department of Correction's Training Academy.

31.2 A training committee composed of two representatives selected by each party shall meet periodically to discuss changes in existing training programs selected by the Director or as may be proposed by the Brotherhood. This Committee shall submit a comprehensive program pertinent to the training of Correctional Officers and shall include specific requirements with regard to the proposed curriculum length, nature and location of training, staffing, physical plant requirements, entry requirements, and academic standards.

31.3 Employees who are required to engage in a weapons qualification shall do so on State time. There shall be no overtime incurred during qualifying. The time frame for qualifying shall be one (1) year from the date of the officer's last qualification, and the schedule shall be determined by the Assistant Director of Institutions and Operations. Weapons, ammunition and range facilities shall be supplied by the State of Rhode Island.

31.4 The Union agrees not to pursue further litigation or arbitration with respect to Arbitration Award #1139-2030-89 decided by Arbitrator Susan Brown (Date of Award: 4-19-90).

31.5 DOC will have full control over all pre-hire recruitment, training, testing and selection. Notwithstanding the above, DOC will (i) maintain the academy at its current length of nine weeks; (ii) use a validated entrance exam; (iii) use pre-hire physical and psychological testing; (iv) use drug testing; (v) interview applicants; (vi) seek RIBCO's input on pre-service training issues; and (vii) interviews will include a panel member appointed by RIBCO.

**ARTICLE XXXII
ALTERATION OF AGREEMENT**

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

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

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

**ARTICLE XXXIII
SEVERABILITY**

33.1 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 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 XXXIV
NO STRIKES OR LOCKOUTS**

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

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

34.3 (a) In the event that the State decides, consistent with the following provisions of this Article, to subcontract out any of the duties that are presently being performed by persons covered by this Agreement, the following provisions will apply:

1. 180 days notice will be sent to RIBCO in advance of putting out an RFP.
2. The Brotherhood will have the opportunity to meet and consult in good faith with the Director of Corrections or designee and other State officials including the Director of Administration and to present alternatives to subcontracting.
3. Compliance with the provisions of subparagraph 1 and 2 above fully satisfies any collective bargaining obligations which the parties may have under State law.
4. No RIBCO bargaining unit member will be displaced as a result of contracting out.

34.3 (b) Limitations of Subcontracting

The State commits itself to the public operation of the security functions of the prison system and shall not in any way subcontract or contract out any of the duties of Correctional Officer, Correctional Officer Lieutenant or Correctional Officer Captain (hereinafter called the Correctional Officer Hierarchy) that are presently being performed or may be performed in any of the following secure facilities:

Maximum
Minimum
Medium
Medium II
High Security
Women's Division
Intake Center

and any future such secure facility (including minimum facilities).
Correctional Officers and related personnel are essential to the secure and efficient operation of these facilities.

34.3 (c) Commissary Services

The State may subcontract commissary work, provided that no Storekeeper-ACI or other commissary worker employed in such positions on the date of this Award will be laid off or reduced in pay grade as a consequence thereof.

Further, the State will reassign such displaced Storekeepers and Commissary workers to other bargaining unit work in different assignments and shift/days off schedules as follows:

<u>STOREKEEPER ASSIGNMENTS</u>	<u>NUMBER ASSIGNED</u>
1. Correctional Industries-Janitorial Services	1
2. CO Clothing Room	1
3. Central facility and maintenance unit	1
4. 3 Maintenance Zones	3
5. Grounds Crew	1
6. To serve as a float for the purpose of replacing/ assisting in other storekeeper assignments	1

The following rules shall govern the above-listed assignments:

- A. The initial assignments shall be by seniority among the displaced storekeepers, except that the C.I. janitorial services assignment, which involves a one-grade pay differential, shall be subject to a selection process based on an interview.
- B. The initial assignment of a storekeeper to the grounds crew shall be in addition to, and not in displacement of, officers bidded to such posts.
- C. Storekeepers may be reassigned to perform any of the above listed assignments or duties connected therewith. The Department shall not be obligated to fill in on an overtime basis for absent employees on days off or for any other reason, or to fill a permanent vacancy. Instead, the Department may attrit such position and reassign all or part of such work.
- D. Such assignments will be on the day shift, Monday through Friday.

34.3 (d) Specialized Beds and Services

If there are no qualified RIBCO members available to staff specialized units, the Director of Corrections shall be able to contract for beds in the community from the public or private sector in order to implement specialized services for offenders, including, by way of example and not limitation, transitional housing for women and therapeutic drug treatment. No employee shall be laid off as a result of such a transfer of services.

34.3 (e) Inmate Transfers

The Director of Corrections may exercise any statutory authority to transfer inmates that has been given to him by the General Assembly. This Contract does not limit the exercise of those rights.

34.3 (f) Employment of Temporary Clerical Employees

The State shall have the right to hire temporary clerical workers for up to ninety (90) days, after having notified the Brotherhood.

34.3 (g) Special Provisions

Any future contracting out of food service, medical services or community based facilities, as well as any other contracting out not covered by Articles 34.3B, 34.3C and 34.3D of the Croasdale Interest Arbitration Award shall be in accordance with Article 34A of the Award, exclusive of and unmodified by other comments in the Award that any such matter should be left for future negotiation.

The State agrees not to contract out food service for the life of this agreement. The State also agrees not to issue a 180-day notice to contract out medical services prior to January, 2002. If no such notice is issued prior to January 31, 2002, the State agrees not to contract out medical services for the life of this agreement. The provisions of this paragraph expire on June 30, 2003 unless extended by mutual agreement.

Articles 34.3B, 34.3C and 34.3D of such Award shall remain in full force and effect.

No employee will be displaced, laid off, or reduced in pay grade as a consequence thereof; provided, nothing herein shall restrict the Department from reassigning any employee from his or her bidded post which has been eliminated as a consequence of contracting out to any other bargaining unit assignment within the Correctional Officer hierarchy which such correctional officer is able to perform.

34.3 (h) Copying of Medical Records

The State may contract out the copying of medical records, without going through the process required by Article 34A of the Croasdale Interest Arbitration Award.

ARTICLE XXXV MISCELLANEOUS PROVISIONS

35.1 The parties mutually agree to make recommendations to the legislature which may be necessary to give force and effect to the provisions of this Agreement.

35.2 An employee with less than six (6) months total service within the bargaining unit shall not be eligible to bid for any post and/or other preference.

35.3 The Director of the Department of Corrections shall reserve at least one position on the inmate Classification Board for a Correctional Officer. Said correctional officer is to be chosen by the Director on a rotating basis and shall receive regular compensation. If he is in payroll status and the time exceeds the regular working schedule assigned to said employee, said employee will be serving without compensation.

35.4 It is agreed that any non-wage legislation or regulation modifications which shall be enacted or adopted while this Agreement or any modified form hereof is in effect which increases the benefits provided herein shall be incorporated as part of this agreement and shall be made a part hereof.

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

35.6 Upon receipt of voluntary written individual order from any employee covered by this Agreement on forms provided by the Union, the State will deduct from the pay of such employee contributions authorized by such employee to be paid into the RIBCO PAC.

35.7 The State shall provide storage for Correctional Officers' off duty weapons.

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

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

Upon issuance of a memorandum from the Director of Administration setting forth the rationale necessitating said action, the State shall notify the respective Executive Director/Key Union Official at least fifteen (15) calendar days in advance of notification to bargaining unit members of its intention to transfer, reorganize, eliminate or consolidate functions, programs, units, divisions or departments.

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

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

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

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

Through June 30, 2011, the terms set forth above shall be in lieu of the provisions of the collective bargaining agreement that address layoff and bumping, job abolishment, reassignment, transfer, consolidation or reorganization.

The State shall recognize primary seniority of employees for the purpose of vacation scheduling and overtime assignments within the unit/location assignment.

No employee shall sustain a reduction in wages, hours or health benefits as an accompaniment to such transfer assignment.

When an affected employee is transferred, he/she will remain in his/her respective bargaining unit until the employee vacates the position. When an employee's position is vacated for any reason, including but not limited to resignation, retirement, discharge, death or promotion, the State may post the position. Said positions that are posted by the State will be posted in the following manner:

(a) In accordance with the seniority provisions of the collective bargaining agreement applicable to the transferred employee;

(b) The posting shall reflect the salary information of the collective bargaining agreement covering that classification at that Agency/Division and include language advising of the provisions set forth in sections a above and sections d and f below.

(c) Copies of such postings will be provided to the union covering the transferred employee and to the union covering that classification at that Agency/Division;

(d) Upon appointment, the position and the employee newly filling the position will be assigned and accreted to the collective bargaining unit covering that classification at that Agency/Division and the position will thereafter remain within that collective bargaining unit and the parties will work cooperatively to file the necessary documentation with the Labor Board;

(e) The employee's primary, secondary and State seniority shall all be determined in accordance with collective bargaining agreement covering that classification at that Agency/Division;

(f) If there are no qualified applicants for the position within the time limit contained in the applicable collective bargaining agreement covering the transferred employee, the vacant position will be filled in accordance with the collective bargaining agreement covering that classification at that Agency/Division;

(g) In no event shall the State change the bargaining unit affiliation of any affected employee except as described herein; and

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

35.9 Notwithstanding any provision in this agreement to the contrary, nothing herein shall in anyway limit the Director's existing authority to create and abolish posts pursuant to Articles 9 and 10 of the Collective Bargaining Agreement.

ARTICLE XXXVI MILEAGE ALLOWANCE

36.1 All employees who are required and authorized to use their private automobiles in the performance of State duties shall be compensated at the prevailing State rate.

ARTICLE XXXVII INDEMNITY PROVISION

37.1 The State agrees to provide legal defense for, and to hold harmless, employees who are defendants in civil litigation arising from their conduct on behalf of the State; provided, however, that this provision shall apply only in cases in which the employees are being sued for errors or mistakes in the intellectual judgment or analysis or for physical acts of the employees when such employees are acting within the scope of their authority.

ARTICLE XXXVIII EDUCATIONAL INCENTIVE

38.1 It is the desire of the State of Rhode Island and the Brotherhood of Correctional Officers that an educational program opportunity be available for members of the Brotherhood to pursue education credits toward an advanced degree (beyond high school) in law enforcement (Correctional Major).

The tasks of a Correctional Officer are crucial in the goals of resocialization of offenders. The Department of Corrections and the Brotherhood of Correctional Officers agree that the program goals can best be accomplished by Correctional Officers assuming responsibility to increase their knowledge in the various areas of corrections, psychology, social work, and human relations, along with elective programs which are considered a necessary part of the generic A.S. or B.S. degree such as English, history, economics, or other pertinent subjects.

38.2 The Department of Corrections will allow any staff member, within this bargaining unit, the opportunity to pursue educational credits toward an approved A.S. or B.S. in Law Enforcement (Correctional).

38.3 Credits are to be accepted individually from staff members from a college or university which is approved by the Regional Accreditation Association of Colleges in the area the facility is located.

38.4 The individual employee is responsible to produce a certified copy of his/her transcript showing satisfactory completion of the courses before payment will be made as outlined in R.I.G.L. 1956 as amended.

38.5 Credits are to be accepted from staff members who have attended colleges and universities in the past provided said credits have been approved as leading to a Law Enforcement related degree approved by the Department and the Division of Personnel.

38.6 A committee composed of equal membership, three (3) from departmental administrative staff; three (3) from the Division of Personnel; and three (3) from Brotherhood members will meet to review curriculum content and prepare a list of approved courses upon which credit will be given.

38.7 Elective subjects are to be approved by the Department Director or his designees and the Division of Personnel.

38.8 All course work must be accomplished during off-duty hours only.

38.9 Whereas it is acknowledged that elective subjects outside the strict areas of one's major may be required in a particular curriculum, credit for such courses will be deferred for incentive payment purposes until the degree has been attained. Upon satisfactory completion of the degree requirements, retroactive payment may be made for a period during which incentive payment was deferred.

38.10 The incentive system is based upon the following credit attainment formula:

<u>Incentive Step</u>	<u>Increased Above Basic Salary</u>	<u>Credit Necessary</u>
1	\$1,000	12
2	\$1,500	25
3	\$2,000	60 (A.S.)
4	\$2,500	120 (B.S.)

38.11 In order to be eligible for cash incentive, the staff member must have documented proof that he has obtained the credits necessary as stipulated in Section 38.3, 38.4, 38.5.

38.12 Incentives will be paid to staff members once each year for the preceding year during the month of January. Only those courses for which the Department has received proper notification by December 31 shall be used in computing the amount of the incentive entitlement.

38.13 Each staff member who received incentives through this program must agree to remain within the Department of Corrections for the length of time as specified according to the following formula:

<u>Incentive</u>	<u>Incentive Obligation</u>
\$1,000	1 year
\$1,500	2 years
\$2,000	3 years
\$2,500	4 years

If the employee retires or fails to complete his employment as indicated above, he will forfeit that portion of his incentive pay, computed from the date of termination up to and including the final date of obligation. In the event that an employee fails to obtain an A.S. degree within four (4) years of the commencement of the degree program (or its equivalent), or a B.S. degree within eight (8) years of the commencement of the degree program, then all incentive payments pursuant to this paragraph shall cease and no longer be due said employee.

38.14 Incentive credit will not be carried over to a job that has a college degree as a prerequisite for employment.

38.15 It is agreed that any amount of education incentive that has been awarded through participation in the Incentive In-Service Training Program operated by the State Division of Personnel shall be deducted from any wage incentive earned under this program.

38.16 Employees of this unit are not stopped from participating in the Incentive In-Service Training Program operated by the State Division of Personnel, but cannot become beneficiaries of both programs.

ARTICLE XXXIX TUITION REIMBURSEMENT

39.1 The Tuition Reimbursement Program shall be funded in an amount not to exceed fifty thousand (\$50,000.00) dollars per fiscal year. Unused funds shall not be carried from one year to another. This provision shall become effective on July 1, 1991. Payment for the tuition costs incurred by members of the bargaining unit during fiscal year 1992 shall be paid not later than June 30, 1992.

39.2 Employees within the bargaining unit under this program may apply to have the cost of tuition reimbursed for approved college and university courses taken at approved or accredited colleges or universities. Such courses shall be job related or required as part of job related degree programs and the employee must receive at least a Grade C for undergraduate courses and at least a Grade B for graduate courses to qualify for reimbursement.

39.3 Requests to take courses under this program must be presented in advance to the employee's appointing authority who will make a recommendation for approval or denial to the Education Committee. Requests shall be in writing and shall include:

- A. the name of each course;
- B. the dates of commencement and conclusion of the course;
- C. a description of the course curriculum;
- D. a statement of how the proposed course will benefit the employee and the State;
- E. cost of each course.

39.4 An Education Committee shall be established consisting of three (3) members appointed by the Union and three (3) members appointed by the State. The Committee shall review all course requests and shall provide all policies and procedures for implementation of the Tuition Reimbursement Program for both undergraduate and graduate programs.

39.5 Employees under this program shall not be allowed to attend courses during the employee's normal working hours.

**ARTICLE XL
INTERPRETER ASSIGNMENT PAY**

40.1 All bargaining unit employees who are assigned by the Director of Corrections or designee to perform the duties of an interpreter or translator for any language other than English and who in fact does perform such services shall be compensated with a stipend of \$30.00 for the particular pay period in which such services are performed, without regard to the number of hours of such performance in any pay period.

40.2 For each language the Director shall maintain one departmental roster and a separate roster for each security by shift.

40.3 When the Director or designee determines that the need for an interpreter has occurred on a shift within a security, such assignments shall be made by seniority from the security roster. Inmates shall not be scheduled to serve as interpreters, as, for example, at Board hearings. However, there may be spontaneous situations where inmates may function as interpreters.

40.4 The departmental roster shall be used to assign telephone-monitoring duty. Each call shall constitute a separate assignment unless such call is connected to a particular case, in which instance all such calls shall be grouped as a single assignment. When the Director or designee determines that there is a need for an interpreter on telephone monitoring, the selection shall be by seniority, except that the Director retains the right to select an interpreter who is not senior. Any bypassed senior employee(s) will receive the next assignment in order of seniority and will receive the \$30.00 stipend for the pay period in which the bypass occurred even if no alternative assignment becomes available within such pay period.

**ARTICLE XLI
UNIFIED TRANSPORT OF INMATES**

41.1 The Director reserves the right, without further negotiations, to establish a unified service, to be run out of the Intake Service Center to provide for the unified transport of inmates regardless of the facility where the inmate resides. This corps of officers will also provide inter-facility transport of inmates between securities and may also provide for the transportation of medical specimens.

The Brotherhood will have the opportunity to meet and consult in good faith with the Director of Corrections or designee to discuss this proposal for no longer than 60 days. At the conclusion of the 60-day period, the Director shall determine the manner in which this service shall operate.

ARTICLE XLII
Transitional Employment

42.1 The parties recognize the desirability of light duty assignments as a means of returning injured workers to productive employment. The Director and/or his designee shall define and assign transitional employment for employees who have job related or personal injuries which prevent or limit performance of full job duties and responsibilities with the following parameters:

(a) Based upon clearly defined medical verification, the parties shall modify the tasks of the employee including job tasks, hours, shift and/or work location, to provide transitional employment in order to accommodate the employee's injury. The transitional employment for such employee shall be reviewed on a regular basis. The President, RIBCO or designee, the appointing authority or designee and the employee shall agree upon the review interval. The transitional employment period shall not exceed six months unless mutually agreed upon by the President, RIBCO or designee, the appointing authority, and the employee with medical documentation. If the employee cannot return to their classification and/or assignment based upon medical verification after attaining maximum medical improvement, the State shall attempt to assist him/her with other employment, education or training in State service within the bargaining unit in accordance with the Master Contract and the Workers' Compensation Laws.

(b) Transitional assignments shall be made only to non-inmate contact positions.

(c) No employee on a transitional assignment shall be assigned to a bid post, except for backfilling purposes or to replace officers who attend training or in-service training.

(d) Transitional assignments shall be by seniority, with preference given to employees normally assigned to the facility at which there is an opening. An employee in a transitional assignment shall not be displaced for the duration of the assignment.

(e) The number of employees on transitional employment shall not exceed six (6) at any one time, without the consent of the Union.

ARTICLE XLIII
TERMINATION OF AGREEMENT


43.1 This Agreement shall be effective for two contractual periods. The first shall run from July 1, 2012 through June 30, 2015 and the second shall be effective as of July 1, 2015 and shall remain in full force and effect until June 30, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) 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 thirty (30) days prior to the anniversary

date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of the Agreement is provided to the other party in the manner set forth in the following paragraph.

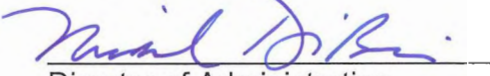
43.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

43.3 In witness whereof, the parties hereto have set their hands this _____ day of _____, 2017.

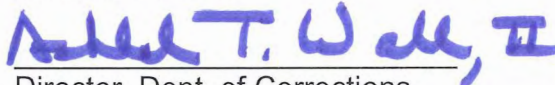
FOR THE STATE



Governor
Gina Raimondo

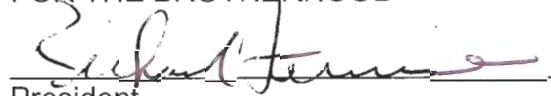


Director of Administration
Michael DiBiase



Director, Dept. of Corrections
Ashbel T. Wall, II

FOR THE BROTHERHOOD



President
Richard Ferruccio



Attorney
Gerard P. Cobleigh



First Vice-President
David Mellon

LETTER OF UNDERSTANDING

The parties hereto recognize that the Rhode Island General Assembly has enacted an amendment to Title 36, Chapter 4, of the Merit System Law. Said Amendment is identified as Title 36, Chapter 4, Section 63. The parties further recognize that this Amendment renders certain provisions of the Collective Bargaining Agreement, dealing with the subject of overtime and sick leave, to be null and void, and of no force and effect. Therefore, the parties have agreed that those provisions contained in the Collective Bargaining Agreement that conflict with R.I.G.L. 36-4-63 shall have no force and effect and shall be deemed to be null and void. Should the legislature repeal R.I.G.L. 36-4-63 in its entirety or should a court of competent jurisdiction declare R.I.G.L. 36-4-63 to be wholly unconstitutional, then in that event, those provisions of the Collective Bargaining Agreement affected by R.I.G.L. 36-4-63 would become operative from the effective date of a repeal by the legislature or from the effective date of a final

adjudication by a court of competent jurisdiction declaring said statute to be unconstitutional.

The parties further agree that in the event that the legislature repeals or amends any portion of R.I.G.L. 36-4-63 dealing with overtime or sick leave and such repeal or amendment would have the effect of no longer rendering those sections of the Collective Bargaining Agreement null and void, then in that event those sections which would no longer conflict with R.I.G.L. 36-4-63 will then become operative from the effective date of such repeal or amendment.

STATE:

RIBCO:

**Letter of Understanding
Uniform Maintenance Allowance**

During the course of negotiations the parties agreed to the following:

Correctional Officers, Correctional Officer Lieutenants, and Correctional Officer Captains who are assigned to Minimum Security and Work Release shall be considered "uniformed" employees for the purpose of Article 29.4 and therefore, shall receive the uniform maintenance allowance.

Further, the following classes shall also be considered "uniformed" employees for the purpose of Article 29.4 and therefore, shall receive the uniform maintenance allowance:

1. Auto Body Shop Supervisor
2. Furniture Upholstery Repair Shop Supervisor
3. Horticulture Shop Supervisor
4. Machinist Supervisor – ACI
5. Print Shop Supervisor – ACI
6. Sign Painter Supervisor – ACI
7. Garment Shop Supervisor – ACI
8. Metal Stamping Shop Supervisor – ACI
9. Graphic Make Ready Foreman
10. Printer – ACI
11. Laundry Manager
12. Automobile Service Shop Supervisor – ACI
13. Chief of Motor Pool and Maintenance

John J. Moran, Director
Department of Corrections

Ronald P. Brodeur, President
Rhode Island Brotherhood of
Correctional Officers

**Letter of Understanding
Clothing Specifications
July 1986**

During the course of negotiations, the parties have agreed that the Clothing Specifications included in Appendix II entitled Uniforms commencing on page Seventy-two (72) through and including page one hundred six (106) in the Collective Bargaining Agreement entered into on the 27th day of February 1981 (Blue Book) shall not be printed and located in current printed contract.

However, said Clothing Specifications shall continue to be an integral part of the current Collective Bargaining Agreement and shall continue to have full force and effect.

FOR THE STATE

FOR THE UNION

**LETTER OF UNDERSTANDING
TACTICAL TEAM- SHAKEDOWNS**

During the course of negotiations, the parties have agreed that the Director of the Department of Corrections or his designee may choose to activate the Tactical Team to perform "shakedowns", in order to ensure the safety of the correctional employees and to ensure the safety and security of the institution. This use of the Tactical Team shall not be the basis for overtime or call in pay grievance pursuant to Article VII and Article XXVIII by Correctional Officers assigned to the security involved.

This letter is not intended to restrict the Director to the exclusive use of the Tactical Team for "shakedowns". It is intended that when the Director uses the Tactical Team for "shakedowns" that no member of the bargaining unit in the security involved will have a claim for missed "overtime" or "call in time".

FOR THE STATE

FOR THE UNION

LETTER OF UNDERSTANDING

LETTER ON THE CENTRALIZING OF OVERTIME/CALL IN PROCEDURE

During the course of negotiations, the State made a proposal to centralize the overtime call-in procedure in order to reduce the amount of time that the Captains, Lieutenants and Stewards presently devote to this task to more efficiently utilize their training and experience more directly in their primary role.

The parties agreed that they are committed to achieving this goal and have therefore agreed to establish a committee made up of three members appointed by the Department and three members appointed by the Brotherhood.

The Committee shall study the issues and concerns associated with the implementation of a centralized/automated call-in procedure. The Committee shall formulate a satisfactory procedure which will implement a centralized/automated overtime call-in procedure.

In the event of an impasse, the subject matter of this Letter will be subject to binding arbitration in accordance with the voluntary rules of the American Arbitration Association. All proposals made on this subject during negotiations will be inadmissible in any arbitration proceeding.

**LETTER OF UNDERSTANDING
DAY CARE**

The parties agree to form a committee consisting of four representatives designated by the Brotherhood and four representatives designed by the State. This Committee shall meet within thirty (30) days of the ratification of this Contract and at other times thereafter as the members may deem necessary.

FOR THE STATE:

FOR THE UNION:

DATED:

LETTER OF UNDERSTANDING

The parties agree to amend the class specifications for Correctional Officer Lieutenant and Correctional Officer Captain to reflect the following:

- a) A promotion to Lieutenant will require three years of experience as a Correctional Officer or similar experience.
- b) A promotion to a Captain will require five years of experience as a Correctional Officer or a Lieutenant or a combination of five years of experience as a Correctional Officer and/or a Lieutenant or five years of similar experience.

LETTER OF UNDERSTANDING

The parties agree that the pre-shift briefing shall be applied to X-Ray Technician, Dental Assistant and Pharmacy Aide. This letter shall be effected from the first pay period of July 1992.

George Vose, Director

William Bove, President

John Turano, Administrator

Kenneth Rivard, Chairman

**Letter of Understanding
Reclassification/Upgrading**

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

B. In the event the employee is working out of classification or their job is determined to be in need of an upgrading, the State may exercise one of three options:

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

**LETTER OF AGREEMENT
RE: HIERARCHY FOR CORRECTIONAL
OFFICER HOSPITAL PERSONNEL**

The Department of Corrections/State of Rhode Island and the Rhode Island Brotherhood of Correctional Officers (RIBCO) recognize the following:

1. The parties agree to change the title of CORRECTIONAL OFFICER HOSPITAL (EE-2003) to CORRECTIONAL OFFICER HOSPITAL I. (Grade: 624-40-0)
2. The parties agree to add the class of position of CORRECTIONAL OFFICER HOSPITAL II to the RIBCO Bargaining Unit defined in Case Number EE-1973 (Article I Recognition). (Grade: 920-40-0) (will be adjusted to the 600 Series, effective November 5, 1989).
3. The parties agree to change the class specification of the class of position entitled CORRECTIONAL OFFICER HOSPITAL SUPERVISOR to include additional duties and responsibilities and to add the requirement of an RN License (EE-1973). (Grade 924-40-0) (will be adjusted to the 600 Series, effective November 5, 1989).
4. The parties recognize the Order of the Rhode Island State Labor Relations Board dated September 20, 1990, to accrete the class of position entitled PHYSICIAN EXTENDER to the RIBCO Bargaining Unit defined in Case Number EE-2003. (Grade: 929-NS) (will be adjusted to the 600 Series, effective September 20, 1990).
5. The parties agree to list the above-stated classes of position within the respective Collective Bargaining Agreements in Article V, Hours of Work (5.2).
6. The parties agree that Article 10.2, "Seniority", paragraph eight (8), shall be directly applicable to both classes of position, including CORRECTIONAL OFFICER HOSPITAL I and CORRECTIONAL OFFICER HOSPITAL II. Subject language states:

The seniority rights of Correctional Officer (Hospital) shall be in accordance with the provisions of Article X provided, however, that management shall have the right to reassign Correctional Officer (Hospital) personnel from their bidded post to another post whenever it is determined by the Department that there is insufficient work on their bidded post. Bumping rights based on seniority shall not be applied to such reassignments.

In addition, the parties agree that Article 38.17, "Educational Incentive", shall be deleted from the Collective Bargaining Agreement.

This language states:

38.17 Correctional Officer Hospitals who have an RN License shall be placed on the 900 Series effective November 5, 1989.

7. The parties agree that the two (2) classes of position including PHYSICIAN EXTENDER and CORRECTIONAL OFFICER HOSPITAL SUPERVISOR shall be utilized Department-wide where needed as necessary within their respective class of position.
8. The parties agree that employees appointed to the class of position entitled CORRECTIONAL OFFICER HOSPITAL II effective on or before March 26, 1992, shall have the immediate right to bid for a vacant CORRECTIONAL OFFICER HOSPITAL II location assignment through the utilization of his/her "accumulated primary seniority". "Accumulated primary seniority" for this category of employee shall include all seniority accrued within the classes of position entitled CORRECTIONAL OFFICER HOSPITAL and CORRECTIONAL OFFICER HOSPITAL II. If said employee chooses not to immediately bid, said employee shall be assigned by the Superintendent of Nurses.
9. The parties agree that employees appointed to the class of position entitled CORRECTIONAL OFFICER HOSPITAL on or before March 31, 1991, and who acquire an RN License on or before December 31, 1996, shall be promoted to the class of position entitled CORRECTIONAL OFFICER HOSPITAL II. This appointment shall be effective at the beginning of the pay period next after the date of presentation of the RN License to the Department of Corrections by the Licensing Board.

The starting wage shall be calculated on the basis of the then current base rate plus longevity as a "CORRECTIONAL OFFICER HOSPITAL I". The newly appointed CORRECTIONAL OFFICER HOSPITAL II will be placed on the nearest step that will afford an increase on the then current range for the class of position entitled CORRECTIONAL OFFICER HOSPITAL II. Further, upon appointment, said employee shall have the immediate right to bid for a vacant CORRECTIONAL OFFICER HOSPITAL II location assignment through the utilization of his/her "accumulated primary seniority". "Accumulated primary seniority" for this category of employee shall include all seniority accrued within the classes of position entitled CORRECTIONAL OFFICER HOSPITAL, CORRECTIONAL OFFICER HOSPITAL I, and CORRECTIONAL OFFICER HOSPITAL II. If said employee chooses not to immediately bid for a location assignment, said employee shall be assigned by the Superintendent of Nurses.

10. The parties agree that employees appointed to the class of position entitled CORRECTIONAL OFFICER HOSPITAL I subsequent to March 31, 1991, and who acquire an RN License subsequent to being hired shall be promoted to the class of position entitled CORRECTIONAL OFFICER HOSPITAL II when the next available vacancy occurs.

The starting wage shall be calculated on the basis of the then current base rate plus longevity as a CORRECTIONAL OFFICER HOSPITAL I. The newly appointed CORRECTIONAL OFFICER HOSPITAL II will be placed on the nearest step that will afford an increase on the then current range for the class of position entitled CORRECTIONAL OFFICER HOSPITAL II.

Further, upon appointment, said employee shall have the immediate right to bid for a vacant CORRECTIONAL OFFICER HOSPITAL II location assignment through the utilization of his/her primary seniority within the class of position entitled CORRECTIONAL OFFICER HOSPITAL II. If said employee chooses not to immediately bid, said employee shall be assigned by the Superintendent of Nurses.

11. The parties agree that all new employees appointed subsequent to March 31, 1991, to the position classes entitled CORRECTIONAL OFFICER HOSPITAL I, CORRECTIONAL OFFICER HOSPITAL II, CORRECTIONAL OFFICER HOSPITAL SUPERVISOR, and PHYSICIAN EXTENDER shall not be eligible to bid for any location assignment where applicable and/or other preference until successful completion of the probation period as defined under R.I.G.L. 36-4-28, entitled Probation Period, as amended.
12. The parties agree that those employees within the classes of position entitled CORRECTIONAL OFFICER HOSPITAL II, CORRECTIONAL OFFICER HOSPITAL SUPERVISOR, and PHYSICIAN EXTENDER shall not qualify for the existing LONGEVITY PROGRAM set forth in Article VI entitled "Salary Schedule" (6.4), which is incorporated within the Collective Bargaining Agreement.

Instead, subject employees within subject classes of position shall be granted longevity increases according to the following formula:

YEARS OF SERVICE	PERCENTAGE INCREASE ON GROSS RATE
15	5%
20	7.5%
25	10%

Effective July 1, 1992, the above longevity schedule shall no longer be effective and apply to employees in these classes of position.

13. The parties agree that those employees within the classes of position entitled CORRECTIONAL OFFICER HOSPITAL II and CORRECTIONAL OFFICER HOSPITAL SUPERVISOR who receive AMERICAN NURSING ASSOCIATION CERTIFICATION shall receive an annual stipend in the amount of seven hundred fifty dollars (\$750.00). Subject stipend shall

commence at the beginning of the pay period next after the date of presentation of the certification to the Department of Corrections. Subject stipend program shall commence at the beginning of the first pay period in July, 1992. Employees who are within the classes of position entitled CORRECTIONAL OFFICER HOSPITAL II and CORRECTIONAL OFFICER HOSPITAL SUPERVISOR and who possess a baccalaureate degree in a nursing related discipline shall receive the sum of four hundred fifty dollars (\$450.00), and if such employee also holds a master's degree in a nursing related discipline, she/he shall receive an additional seven hundred fifty dollars (\$750.00).

All employees who are currently employed in the class of position entitled CORRECTIONAL OFFICER HOSPITAL I who are working toward a qualifying degree under Article 38 as of February 1, 1993, and are promoted to the class of position of CORRECTIONAL OFFICER HOSPITAL II or CORRECTIONAL OFFICER HOSPITAL SUPERVISOR shall have the option to maintain the stipend program under Article 38 or qualify for the above degree stipend program.

14. The parties agree that those employees within the classes of position entitled CORRECTIONAL OFFICER HOSPITAL II, CORRECTIONAL OFFICER HOSPITAL SUPERVISOR, and PHYSICIAN EXTENDER shall not qualify for the existing EDUCATIONAL INCENTIVE PROGRAM set forth in Article 38 entitled "Educational Incentive" which is incorporated within the Collective Bargaining Agreement.
15. The parties agree that management may proceed to direct overtime work outside of the respective class of position under the following conditions:
 - Where management determines overtime work to be necessary as a result of a CORRECTIONAL OFFICER HOSPITAL II vacancy, said overtime shall first be offered to all employees within the class of position entitled CORRECTIONAL OFFICER HOSPITAL II. After said list is exhausted, said overtime work shall be offered to those employees within the class of position entitled CORRECTIONAL OFFICER HOSPITAL I, provided management has determined that the skill level of said overtime work/vacancy does not exceed the skill level of the CORRECTIONAL OFFICER HOSPITAL I class of position.
 - Where management determines overtime work to be necessary as a result of a CORRECTIONAL OFFICER HOSPITAL I vacancy, said overtime shall first be offered to all employees within the class of position entitled CORRECTIONAL OFFICER HOSPITAL I. After said list is exhausted, said overtime work shall be offered to those employees within the class of position entitled CORRECTIONAL OFFICER HOSPITAL II.
16. The parties agree that employees appointed to the classes of position entitled CORRECTIONAL OFFICER HOSPITAL II, CORRECTIONAL OFFICER

HOSPITAL SUPERVISOR, and PHYSICIAN EXTENDER, at the discretion of the Appointing Authority, may be hired at an appropriate step within grade based upon professional work experience as a Registered Nurse, Supervising Registered Nurse, or Physical Extender, whichever is applicable.

17. The parties agree that employees appointed to the class of position entitled PHYSICIAN EXTENDER shall not qualify for pre-shift briefing compensation.
18. The parties agree that a newly hired or promoted employee who is appointed to a class of position entitled CORRECTIONAL OFFICER HOSPITAL I, CORRECTIONAL OFFICER HOSPITAL II, CORRECTIONAL OFFICER HOSPITAL SUPERVISOR, or PHYSICIAN EXTENDER shall receive a one (1) step increase at the satisfactory completion of the probationary period as defined under R.I.G.L. 36-4-28, as amended, entitled "Probation Period" and shall receive an additional one (1) step increase each year thereafter until said employee reaches the maximum step within grade.

LETTER OF AGREEMENT Healthcare Services, RI Department of Corrections

The following represent a settlement agreement between the Rhode Island Brotherhood of Correctional Officers and the Rhode Island Department of Corrections. The parties to this agreement recognize that the existing working conditions and compensation levels for nursing staff are not competitive with their counterparts in other state agencies and community healthcare facilities. The parties agree to these changes in order to enhance the retention of existing nursing staff and the recruitment of qualified nursing staff in order to maintain proper, constitutional care for the offender population at the Adult Correctional Institutions.

1. **Weekend shift differential:** the department shall provide a weekend shift differential of \$9.00 per hour for Correctional Officer Hospital I (COH I), Correctional Officer Hospital II (COH II), and Correctional Officer Hospital Supervisor (COHS) staff who work on the "weekend tour of duty", defined as 10:52 pm, Friday through 10:52 pm on Sunday.
2. **Educational stipend:** the department will pay annual educational stipends for COH I and COH II and COHS who possess a baccalaureate degree in a nursing related discipline the sum of seven hundred fifty dollars (\$750) and if such employee also holds a master's degree in a nursing related discipline, she/he shall receive the sum of two thousand dollars (\$2,000).
3. **Salary entitlement of new hires:** the parties agree that employees appointed to the classes of position entitled COH I and COH II, shall be hired at the appropriate step within grade based upon professional work

experience as a Licensed Practical Nurse (LPN) and Registered Nurse (RN), respectively, that will provide the individual with an increase in their current base salary, as documented and verified with their current employer.

4. **Salary step assignments for existing staff:** the parties agree that employees currently employed in the position of COH I, COH II, and COHS shall have their respective pay step adjusted prospectively to the step within their current class of position commensurate with the number of months/years of professional, clinical experience as a Licensed Practical Nurse (LPN) and Registered Nurse (RN), respectively, as documented and verifiable in their personnel record.
5. **Vacation leave, days off, overtime, involuntary mandatory overtime:** the parties agree to combine the classifications of COH I and COH II on each shift and facility, for the purpose of the exercise of seniority for vacation leave and the selection of days off, and the assignment of overtime work, both voluntary and involuntary. Management will assure each unit is staffed with the proper number and skill level required to provide patient care in said unit(s). Regarding the assignment of overtime, whether voluntary or involuntary, management shall determine whether the skill level required for overtime work exceeds the skill level of COH I and in such case(s) the next COH II in the overtime rotation shall be offered/ordered to work said overtime.
6. The parties will continue to negotiate concerning weekend scheduling.
7. The provisions of this agreement will become effective the first pay period of October 2005.

Kenneth W. Rivard
Grievance Chairman

Ashbel T. Wall, II
Director

September 7, 2005

APPENDIX I

MAXIMUM SECURITY

Five (5) day posts with Saturdays and Sundays off 6:52 a.m. to 3:00 p.m. shift

1. Warden's Clerk
2. Committing Room
3. Clothing Room
4. Barber Shop

5. Truck Escort
6. Classification
7. Laundry
8. Correctional Industries
9. Maintenance
10. Library
11. Warehouse
12. Trips I *(modified by Unified Transport of Inmates, Article 41)
13. Trips II *(modified by Unified Transport of Inmates, Article 41)

WORK RELEASE

Five (5) day posts with Saturdays and Sundays off 6:52 a.m. to 3:00 p.m.

1. Warden's Clerk
2. Work Rehabilitation Supervisor's Clerk

Warden's Clerks newly employed, after October 24, 1989 shall be required to type not less than 25 words per minute.

MEDIUM MORAN SECURITY

Five (5) day posts with Saturdays and Sundays off 6:52 a.m. to 3:00 p.m.

1. Committing Room
2. Warden's Clerk
3. Correctional Industries
4. Trips II *(modified by Unified Transport of Inmates, Article 41)
5. Segregation Exercise

MINIMUM SECURITY

Five (5) day posts with Saturdays and Sundays off 6:52 a.m. to 3:00 p.m. shift

1. Institutional Truck
2. General Store (changed to Food Truck)
3. Vehicle Maintenance
4. Department of Transportation
5. Moving Truck
6. Warden's Clerks
7. Howard Complex
8. Recycling Post
9. Industries Paint Crew
10. Grounds Lawn Crew
11. Cranston

12. Federal Surplus Food
13. Graffiti Detail

HIGH SECURITY

Five (5) day posts with Saturdays and Sundays off 6:52 a.m. to 3:00 p.m. shift

1. Sallyport Control
2. Vocational Training
3. Committing Room/Utility
4. Warden's Clerk

INTAKE SERVICE CENTER

Five (5) day posts with Saturdays and Sundays off 6:52 a.m. to 3:00 p.m. shift

1. Warden's Clerk
2. Clothing Room
3. Committing Room

MEDIUM - PRICE

Five (5) day posts with Saturdays and Sundays off 6:52 a.m. to 3:00 p.m.

1. Clothing
2. Warden's Clerk
3. Education Monitor
4. Butler Building
5. Garment Shop
6. Committing Room

WOMEN'S DIVISION

Five (5) day posts with Saturdays and Sundays off 6:52 a.m. to 3:00 p.m. shift

1. Warden's Clerk
2. Utility Number Three

APPENDIX II A UNIFORMS

The uniforms for correctional employees in the bargaining unit shall consist of the following:

Custodial:

A. Annual Issue

1. Shirt, summer (1)
2. Shirt, winter (1)
3. Trousers, summer (1)
4. Trousers, winter (1)
5. Hat, winter (1)
6. Hat, summer (1)
7. Belt (1)
8. Shoes (1 pair)

B. Three Year Issue (commencing 1984)

- Reefer, Nylon (1)
- Raincoat, Nylon (1)
- Jacket, Spring (1)

Non-Custodial:

A. Annual Issue

1. Shirt, summer (2)
2. Shirt, winter (2)
3. Trousers, summer (2)
4. Trousers, winter (2)
5. Belt (1)
6. Shoes (1 pair)

B. Three Year Issue (commencing 1984)

- Raincoat (1)
- Deerfoot Jacket (1)
- Jacket, Spring (1)

EACH OF THE ABOVE ITEMS WILL CONFORM TO THE AGREED SPECIFICATIONS OR EQUAL, WHICH WILL FOLLOW.

**APPENDIX II B
UNIFORMS – NEW EMPLOYEES**

The first uniform issue for new Correctional Officer employees in the bargaining unit during their first year of employment shall consist of the following:

Annual Issue – Custodial/Non-Custodial

1. Belt (1)

2. Raincoat (1)

Summer Issue – Custodial

1. Shirt, summer (2)
2. Trousers, summer (2)
3. Jacket, spring (1)
4. Hat, summer (1)

Winter Issue – Custodial

1. Shirt, winter (2)
2. Trousers, winter (2)
3. Reefer, nylon (1)
4. Shoes (1 pair)
5. Hat, winter (1)
6. Necktie (1)

Summer Issue – Non-Custodial

1. Shirt, summer (4)
2. Trousers, summer (4)
3. Jacket, spring (1)

Winter Issue – Non-Custodial

1. Shirt, winter (4)
2. Trousers, winter (4)
3. Deerfoot jacket (1)
4. Shoes (1 pair)

APPENDIX III
CORRECTIONAL OFFICER'S UNIFORM AND
APPEARANCE CODE

I. The following dress and appearance code is to provide guidelines, regulations, and procedures for the maintenance of a neat, consistent, and well-groomed appearance by Correctional Officers, consistent with the goals and objectives of the Rhode Island Department of Corrections.

All Articles of uniform clothing worn shall conform to Departmental uniform regulations.

II. HAIR GROOMING

A. Male Hair Styles – The bulk of the hair will not be excessive or present a ragged, unkept or extreme appearance. Headgear shall fit properly and in no case shall bulk interfere with the proper wearing of any headgear. The hair length shall be styled in such a manner that it shall not cover more than half the ear and half the collar.

B. Female Hair Styles – Hair will be clean, neatly arranged, and styled to present a professional appearance. Hair will be worn in a style no longer than shoulder length, and must be worn in a manner which enables the uniform hat to be properly displayed. Hair ornaments such as ribbons will not be worn; however, combs and barrettes of respective individual hair color may be worn. Pony-tails and braids are prohibited.

C. Wigs/Hair Pieces – Wigs or hair pieces will not be worn on duty except for cosmetic reasons to cover natural baldness or physical disfiguration. If under these circumstances a wig or hair piece is worn, it shall conform to Departmental hair grooming regulations and not present a hazard to safety and security.

D. Sideburns – If the individual desires to wear sideburns, they will be neatly trimmed and not exceed downward below the lowest part of the ear and will not be flared.

E. Mustaches and Beards – If a mustache is worn, it will be kept neatly trimmed and tidy. Goatees and beards are permitted; however, beards shall be neatly trimmed and shall not exceed a length which can be readily grabbed.

III. UNIFORM

The Uniform shall be defined as those articles of clothing, equipment, and other items as listed in Appendix II of the Agreement between the Rhode Island Brotherhood of Correctional Officers and the State of Rhode Island. Only those items and clothing listed are authorized to be worn as part of the official uniform. Issuance of specifications and other concerns with respect to correctional uniforms shall conform with all language as noted in Article XXIX of the above cited Agreement. In addition to the authorized uniform, TAC Team rifles and other TAC Team insignias as authorized by the Assistant Director of Institutions and Operations, R.I.B.C.O. pins and R.I. longevity pins are acceptable. The American flag is optional and can be worn on outerwear halfway between the shoulder and elbow on the right sleeve, and is also acceptable on the name plate. An optional leather jacket, uniform, police leather (4290-sm-10, dated 6/6/79) may be worn in lieu of the Department issued reefer. Service bars (hash marks) are optional and may be worn on the lower left sleeve of the shirt and/or jacket.

A. Under no circumstances will any part or item of the official uniform be used for secondary employment outside of the Department of Corrections unless approved by the Department.

B. All equipment issued as part of the uniform (i.e., hats, badges, coats, trousers, etc.) are considered State property and will be returned to the Department upon termination of employment.

C. Uniforms will be kept neat, clean, and well pressed at all times. Care should be taken not to wear threadbare or faded items. Short sleeve shirts shall be worn during the summer period. Long sleeve shirts shall be worn during the winter period.

D. Specific instructions on proper wearing of the uniform shall be as follows:

1.) Hat – The sheriff style cap and baseball cap shall be worn squarely on the head.

2.) Shirt – The issued shirt will be kept clean and neatly pressed and will be worn completely buttoned at all times. The top button will remain unbuttoned during summer uniform issue.

3.) Trousers – The issued trousers will be kept clean and pressed and will be tailored by the State to the proper length in proportion to the individual.

4.) Shoes – Shoes and/or military style boots shall be black in color and will be kept shined at all times.

5.) Belts – The issued black garrison type belt shall be worn. Issued and A.C.I. belt buckles may be worn and no variations may be substituted.

6.) T-Shirts – Not required; however, if worn, it shall be the responsibility of each individual officer to wear T-shirts which are white in color only if the T-shirt is visible while wearing the uniform.

7.) Button-Down Ties – The necktie shall be worn with the entire tie visible down the center of the shirt and buttoned to the shirt in the appropriate area.

8.) Breast Badge – The issued breast badge or an optional name type replica badge shall be worn on the upper left portion of the issued uniform shirt at all times. The specific area for the badge is identified on the shirt.

9.) Name Plate – The name plate shall be worn immediately over the right shirt pocket and shall be placed in a centered position.

10.) Whistle – The whistle shall be worn on the right side of the shirt, attached to the shirt epaulet.

11.) Qualification Badges – Pistol or rifle qualification badges when worn, must be worn in a centered position directly above the left shirt pocket.

12.) Tactical Team Badges – tactical team badges, when worn, shall be worn immediately above the name plate.

13.) Collar Insignia – Collar insignia will be worn parallel to the top of the shirt collar, centered, and 5/8” from the leading edge of the collar. ACI insignia will be worn on the right collar and distinctive facility insignia will be worn on the left collar. Collar insignias will be worn only on the shirt collar.

14.) Superior Officer Bars – Insignia of rank for lieutenants and captains will be worn on the shirt and jacket epaulets, centered 1-1/2” in from the stitching on the edge of the epaulets at the top of the sleeve.

15.) Socks – Not issued; however, it shall be the responsibility of each individual officer to wear socks which are of a dark blue, dark grey, or black in color. Exceptions to this regulation will require authorization from the Assistant Director of Institutions and Operations.

SPECIFICATIONS

ITEM: Insignias of rank; i.e., Captain bars and Lieutenant bars.

Nameplate

Whistle Chrome – with epaulet cord

Whistle Brass – with epaulet cord

LOCATION INSIGNIAS

ACI – MAX

ACI – MED

ACI – WOM

ACI – HSC

ACI – ISC

ACI – DPF

THE ABOVE ITEMS WILL BE SUPPLIED BY THE STATE IN ADDITION TO THE ITEMS LISTED IN APPENDIX II.

APPENDIX IV

PROVISIONS APPLICABLE TO BARGAINING UNIT EE-1973

In addition to the contract provisions provided previously, the following shall be applicable to Bargaining Unit EE-1973.

ARTICLE V

5.1 It is hereby agreed that there shall be three (3) work weeks as follows:

1. A forty hour and forty minute work week (five consecutive eight hour and eight minute days.)
2. A thirty-five hour work week (five consecutive seven hour days, Monday through Friday).
3. A non-standard work week (five consecutive days of at least 7 hours each, Monday through Friday).

5.2 The various classes of positions hereby are assigned to a basic work week in accordance with the following schedule:

CLASS TITLE	WORK WEEK	PAY GRADE
Chief of Motor Pool and Maintenance	35	626
Community Correctional Specialist II	40	626
Correctional Officer Investigator II	40	628
Correctional Officer Captain	40	630
Correctional Officer Lieutenant	40	626
Correctional Officer Hospital Supervisor	40	655
Correctional Officer Hospital II	40	651
Correctional Specialist II	40	626
Counseling Services Coordinator Corrections	35	632
Records & Identification Captain	35	628
Work Rehabilitation Program Supervisor	40	628
Supervisor of Custodial Records & Reports	35	628
Supervisor of Food Services ACI	40	627
Supervisor of Correctional Officer Training	40	627
Business Management Officer	NS	626
Assistant Business Management Officer	35	619
Chief Medical Records Librarian	NS	626
Federal Surplus Property Officer	NS	626

Principal Systems Analyst	NS	629
Sr. Electronic Computer Programmer	NS	626
Data Entry Unit Supervisor	35	621
Maintenance Superintendent (Corrections)	40	627
Furlough Coordinator	NS	636

5.3 The parties hereby agree that the following shall constitute the scheduled work hours for Correctional Officer members of the bargaining unit:

1. 10:52 p.m. to 7:00 a.m.
2. 6:52 a.m. to 3:00 p.m.
3. 1:07 p.m. to 9:15 p.m.
4. 2:52 p.m. to 11:00 p.m.

The 1-9 p.m. visitor/recreation shift post currently staffed by Correctional Officer Lieutenant shall be abolished by attrition.

ARTICLE VI

6.8 The roll call supervisor shall be compensated an additional ½ hour for the briefing period.

ARTICLE X

10.1A Seniority as to the selection of vacation time and days off will alternate between the senior Captain, then to the senior Lieutenant, the next senior Captain, then to the next senior Lieutenant and so forth down the Seniority list.

ARTICLE XXX **EMPLOYEE EVALUATION**

30.6 Employee Evaluation: All superior officers will undergo annual performance appraisal. Such appraisal shall not be used for promotion selection or discipline; provided, problems made known during the appraisal process may be addressed in such procedures independent of the appraisal.

ARTICLE XXXV

35.2 DELETE.

ADDENDUM

Certain of the provisions of Article 10.1 (Seniority) and Article 31.2 (Training Committee) have been reviewed by the Superior Court in the context of cross motions to confirm/vacate arbitration awards. The parties disagree with regard to the effect of R.I.G.L. 42-56-10 on those contract provisions as determined by the Court.

Accordingly, the continuation of Articles 10.1 and 31.2 in the current collective bargaining agreement shall not constitute a waiver of either party's position with respect to said articles.