

AGREEMENT BETWEEN
the
STATE OF RHODE ISLAND
and the
RHODE ISLAND EMPLOYMENT SECURITY ALLIANCE
LOCAL 401, S.E.I.U., AFL/CIO-CIC

EE-2077

EE-3270

July 1, 2008 to June 30, 2012

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MEMORANDUM OF AGREEMENT

In this Agreement entered into the 20th day of June, 2008 by and between the State of Rhode Island, hereafter referred to as the State and the Rhode Island Employment Security Alliance, Local 401 SEIU, AFL-CIO, CLC, referred to as the Union, the parties hereby agree to as follows:

PURPOSE

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

ARTICLE I

RECOGNITION

1.1 The State hereby recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit, said bargaining unit to consist of all those classes of positions declared appropriate by the State Labor Relations Board in Case No. EE-2077 and EE-3270.

ARTICLE II

NON-DISCRIMINATION CLAUSE

2.1 The State and the Union agree not to discriminate in any way in the administration of the contract against employees covered by this agreement on account of race, religion, creed, color, sex, or age, sexual orientation or domestic partner relationship, 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 is shall be construed to include male and female employees.

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

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

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

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

ARTICLE III

UNION SECURITY AND DUES DEDUCTION

3.1 The State Controller shall deduct Union dues from the wages of all Union members within the bargaining unit, and service charges from all non-members including CETA employees, excluding summer employees and emergency employees for less than sixty (60) days.

3.1a The controller shall also deduct union dues or agency service fee as the case may be from bargaining unit members who have been reinstated in accordance with article 24.5.

3.2 Membership in the Union may be determined by each individual employee.

3.3 All non-members of the exclusive bargaining organization shall pay to the exclusive organization a service charge as a contribution toward the negotiation and administration of the collective bargaining agreement in an amount equal to the regular bi-weekly membership dues of said organization.

3.4 The appointing authority will give written notice to the Treasurer of the Union of those employees within the respective bargaining units who become eligible for membership in the Union. Said notice shall be given monthly and shall include the employee's name, date of hire, classification, work assignment, and work location.

3.5 Payroll deduction for COPE contributions by an employee will be implemented upon receipt of a voluntary written request by said employee.

The State Controller shall forward promptly to the Treasurer of the Union a separate check representing the amount so deducted.

ARTICLE IV

MANAGEMENT RIGHTS

4.1 The Union recognizes that except as limited, abridged or relinquished by the terms and provisions of this agreement, all rights to manage, direct or supervise the operation of the State and the employees are vested solely in the State. For example, but not limited thereto, the employer shall have the exclusive rights subject to the provisions of this agreement 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 for just cause;
- 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 just cause;
- f) To take whatever actions may be necessary to carry out its mission in emergency

situations, i.e., an unforeseen circumstance which call for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE V

HOURS OF WORK

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

- 1) A 35 hour work week (five (5) consecutive seven (7) hour days, Monday through Friday).
- 2) A 40 hour work week (five (5) consecutive eight (8) hour days, Monday through Friday).
- 3) A non-standard work week five (5) consecutive days of at least 7 hours each.

5.2 It is recognized that there are now other work schedules peculiar to certain classes of position, and such exceptions shall remain in full force and effect. With particular reference to the class of position of E.T. Interviewer (part-time), it is specifically recognized that this is a reserve staff created to insure the presence of competent staffs in sufficient strength so as to guarantee prompt and complete response to demands of fluctuating claim loads in the Department, who are available for assignment on short notice whenever needed and who are amenable to standby status as circumstances and prudent management requires, and the work schedule for such employees may vary. Whenever E.T. Interviewer (Part-time) employee(s) are required to work on a

Sunday, when said Sunday is not a part of normal working schedule, they shall be paid at the rate of time and one-half (1-1/2) for the hours actually worked on said Sunday, regardless of hours worked on any other day of the week. Each instance of Sunday work shall not be dependent on any other instance, but there shall be no pyramiding or duplication of overtime.

These hours of work (Sunday) at the rate of time and one-half (1-1/2) shall not be considered as time worked for the purpose of computing overtime during the same work week.

The overtime rate for such Sunday work shall not be applicable to any other classification, nor shall it be considered as a precedent to be negotiable for other classifications at any time in the future negotiations.

5.2a In the event that it becomes necessary to change the scheduled hours of work and/or days for new or vacant full time positions, by scheduling work hours on Saturday (but not on Sunday), or by creating new work schedules with different starting and quitting times, the parties hereto shall make every effort to agree mutually on the hours for such schedules and fix the hours subject to the grievance and arbitration provisions of this agreement. The State will have the right to determine that such change is necessary so long as such decision is not arbitrary or capricious and will be for good cause. In the event that a new schedule for hours of work is agreed upon, that schedule shall be posted and bid upon in accordance with the seniority provisions of this agreement. If the hours are not agreed to, the issue shall be submitted to expedited arbitration under the Expedited Arbitration

Rules of the American Arbitration Association.

5.3 Employees will be granted a fifteen (15) minute coffee break during the first half and the second half of their work day. All employees will be granted a meal period of not less than one-half (1/2) hour duration nor more than one (1) hour duration during each work day to be determined by the work day schedule that applies. Lunch hour whenever possible will be posted weekly.

5.4 Whenever possible, shift hours, upon being scheduled, will be posted one (1) week in advance.

5.5 In the event it is proposed to change the schedule work shift hours in any area, the parties hereto shall make every effort to agree mutually on the hours for such schedules. If no agreement is reached, the change may be made subject to the grievance and arbitration provisions of this Agreement.

5.6 When an employee is required in writing, by the appointing authority or his designee, to work in a higher classification for a period of three (3) or more consecutive working days, such employee shall receive the lowest salary rate of that higher class which will provide a pay increase of at least one (1) step over his present rate retroactive to the first day of such assignment. An employee may refuse such assignment if he does not receive such written authorization.

5.7 The State agrees to maintain current and accurate descriptions for classifications in accordance with State personnel standards. The State shall provide the Union with a copy of all current bargaining unit job descriptions.

(a) When an employee alleges that he is performing duties

beyond the scope of his position description of such an extent as to constitute Misassignment, the employee may refer the matter to the appointing authority.

- (b) Any employee, upon request to the appointing authority, will be furnished a copy of his position description and may discuss with the appointing authority any changes to this position description. The employee may be accompanied by the Union President and/or other Union officials designated by the President.
- (c) The Union may make representations and present supporting evidence to the State regarding the adequacy or equity of position classification standards.
- (d) The State agrees to notify the Union prior to a change in any classification in the unit.

5.8 Employees who work at least sixteen (16) hours a week shall be entitled to annual leave, sick leave and holiday compensation on a pro-rata basis.

It is hereby agreed that E.T. Interviewers (Part-time) will, whenever applicable, receive fringe benefits in a manner consistent with law.

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

<u>CLASSIFICATION</u>	<u>WORK WEEK</u>	<u>SALARY GRADE</u>
Accountant	35	320
Assistant Administrative Officer	35	321
Assistant Supervising Data Entry Operator	35	314
Assistant Supervisor of Computer Operations	35	327
Benefits Claims Specialist	35	323

Asst. Supervising Key Punch Operator (IBM)	35	314
Automobile Driver	40	307
Building Superintendent	40	318
Business Service Specialist	35	324
Carpenter	40	314G*
Central Mail Room Clerk	40	311G*
Chief Clerk	35	316
Claim Adjuster (DET)	35	318
Cleaner	40	307
Clerk	35	307
Clerk Secretary	35	315
Clerk-Typist	35	307
Community Development Training Specialist	35	322
Clerk Secretary	35	315
Clerk Stenographer	35	308
Clerk Typist	35	307**
Computer Process Control Coordinator (DET)	35	318
Computer Programmer	35	324
Computer Software Specialist II	NS	326
Copying Machine Operator	35	310
Data Entry Operator (Key Punch)	35	310
Data Entry Unit Supervisor	35	320
DET Business Officer	35	321
Disabled Veterans Job Assistant	35	320
Electronic Computer Operator	35	315
Electronic Computer Programmer	NS	324
Electronic Computer Programmer Intern	35	315
Employment & Training Assistant	35	316
ET Interviewer	35	317
ET Interviewer (Part-time)		317
ET Interviewer & Interpreter (CAMB)	35	320
ET Interviewer & Interpreter (HMONG)	35	320
ET Interviewer & Interpreter (LAO)	35	320
ET Interviewer & Interpreter (PORTG)	35	320
ET Interviewer & Interpreter (SPNSH)	35	320
ET Monitoring & Evaluation Specialist	35	324
Field Investigator	35	316**
Fiscal Clerk	35	314
Fraud & Overpayment Investigator (ET)	35	321
Information & Public Relations Specialist	35	321
Interpreter (Spanish)	35	316
Janitor	40	309
Junior Electronic Computer Programmer	35	320
Legal Assistant	35	319
Junior Information Specialist	35	313
Junior Programmer Analyst	35	320
Laborer	35	308G*
Local Veterans Employment Representative	35	320
Maintenance Superintendent	40	322
Maintenance Technician	40	310G*
Management & Methods Analyst	35	322
Management & Methods Analyst Trainee	35	316
Occp. Test Dev. Analyst	NS	323

Offset Pressperson	35	312**
Painter	40	314G*
Personnel Aide	35	319
Principal Clerk	35	312
Principal Clerk-Stenographer	35	313
Principal Clerk-Typist	35	312
Principal Computer Operator	35	322
Principal ET Interviewer	35	323
Principal Janitor	40	315
Principal Tabulating Equipment Operator	35	320
Program Information Officer (DET)	35	324
Programmer Analyst I (COBOL/CICS)	35	328
Programmer Analyst II (COBOL/CICS)	35	332
Programmer Analyst I (SQL/UNIX)	35	328
Programmer Analyst Intern	35	315
Property Control & Supply Officer	40	317
Public Service Assistant	35	308**
Research Technician	35	319
Resource Specialist	35	322
Revenue Officer	35	321
Senior Accountant	35	323
Senior Auditor	35	325
Senior Clerk	35	308
Senior Clerk-Stenographer	35	310
Senior Clerk-Typist	35	309
Senior Computer Operator	35	318
Senior DET Business Officer	35	324
Senior ET Interviewer	35	320
Senior Information & Public Relations Specialist	NS	324
Senior Janitor	40	312
Senior Maintenance Technician	40	314G*
Senior Management & Methods Analyst	35	325
Senior Research Technician	35	323
Senior Teller	35	318
Senior Word Processing Typist	35	312
Senior Tabulating Equipment Operator (IBM)	35	316
Senior Telephone Operator	35	312
Senior Teller	35	318
Stenographic Reporter	35	312
Storekeeper	35	315
Supervising Offset Pressperson	35	316
Supervising Word Processing Typist	35	313
Supervisor Computer Operations	35	328
System Support Technician I	35	318
Systems Analyst	35	324
Systems Analyst Trainee	35	319
Systems Support Technician II	35	321
Tabulating Equipment Operator (IBM)	35	313
Tabulating Equipment Unit Supervisor (IBM)	35	323
Tape Librarian	35	315
Tax Examiner (DET)	35	321
Technical Staff Assistant	35	320H

Technical Support Specialist I (DOS/MVS)	35	328
Technical Support Specialist I (OS400/NET)	35	328
Technical Support Specialist I (TELECOM)	35	328
Technical Support Specialist I (UNIX/NET)	35	328
Technical Support Specialist II (DOS/MVS)	35	332
Technical Support Specialist II (OS400/NET)	35	332
Technical Support Specialist II (UNIX/NET)	35	332
Telephone Operator	35	309**
Teller	35	315
Training Officer	35	322
Unemployment Insurance Hearing Officer	35	324
Word Processing Typist	35	310
Youth Employment Assistant	35	317
Youth Program Assistant	35	317

*Denotes Hourly Wage

**Denotes Non-Competitive Classification

5.10 The State agrees to give the Union reasonable notice which shall not be less than five (5) days and which shall normally be no less than thirty (30) days when circumstances permit before implementing any proposed changes in, deletions from, or additions to, the job description for any classification in the unit, or of any class of position proposed for inclusion in the unit.

5.11 During the term of this agreement, if the Union and/or the employee believes that the responsibilities of the position more closely resemble the job description of another classified position rather than the one assigned or any employee is asked to perform responsibilities out of classification, or any employee who's duties have been significantly changed to reflect duties required of a higher classification, may appeal for reclassification or upgrade(i.e. desk audit) to the position in the following manner:

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

working days of said receipt.

(B) The employee's supervisor shall acknowledge, in writing, receipt of the completed questionnaire. Within five (5) working days, upon receipt of the completed questionnaire, the employee's immediate supervisor and the Department Director shall forward said questionnaire to the Division of Personnel, Classification Section for study.

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

(D) If the appeal is granted, it shall be implemented in accordance with the provisions of the Merit System Law and the applicable Personnel Rules. If the appeal is denied, the employee shall retain such further appeal rights as are provided under the provisions of the Merit System Law and applicable Personnel Rules.

ARTICLE VI

SALARY SCHEDULE

6.1 Pay Reduction

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

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

will accrue to part-time employees on a pro rated basis.

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

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

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

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

6.2 Wages:

(a) There shall be an across-the-board base wage increase of 2.5 % effective July 1, 2009.

(b) There shall be an across-the-board wage increase of 3.0 % effective July 1, 2010.

(c) There shall be an across-the-board wage increase of 3.0 % effective July 1, 2011.

6.3 An employee appointed from an employment or promotional list shall receive a one-step increase at the satisfactory completion of the probationary period and shall receive an

additional one-step increase each year thereafter until he has reached the maximum of his grade.

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

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

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

Longevity shall be based on the number of years of service that an employee has been employed by the State of Rhode Island.

6.6 The pay plan shown in Schedule 300.

ARTICLE VII

SHIFT DIFFERENTIAL

7.1 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 7:00 a.m.

7.2 All employees who are permanently assigned to work sixteen (16) or more hours of a forty 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 an additional seventy (\$.70) cents an hour over the

rate prescribed for the classification in which their work is performed for all hours of the work week.

ARTICLE VIII

OVERTIME

8.1 It is agreed that if it becomes necessary for the efficient conduct of the business of the State, the Department may direct or authorize overtime work.

8.2 Overtime work shall be defined as the required performance of work in excess of the established work week.

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

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

All work performed in excess of forty (40) hours and, in those classes of positions in which it is applicable, all work performed in excess of thirty-five (35) hours in any week.

8.5 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, the number of hours actually worked at the rate of one and one-half times.

8.6 Overtime work is to be made a matter of record and distributed fairly and equitably among employees eligible for overtime on the basis of their seniority within the unit in which

they are employed. Any employee who refuses overtime shall not be eligible for overtime until his name reappears in seniority rotation. A record of overtime hours worked shall be furnished to the Union at the close of each pay period.

8.7 Hours which are paid for, but not actually worked, except holidays, shall not be counted as hours worked nor shall they be otherwise used in the computing of overtime compensation, as per R.I.G.L. 36-4-63, as amended.

ARTICLE IX

HOLIDAYS

9.1 The following shall constitute the official holidays:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Victory Day
Labor Day
Columbus Day
Veteran's Day
The Thursday in November proclaimed to be Thanksgiving Day

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

Christmas Day

Any day which the Governor shall appoint as a holiday

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

9.1(a) Employees are guaranteed the same number of days off with pay as are listed herein even if the Governor or General Assembly removes any holidays. Any days removed as holidays will be given to employees as extra personal leave days.

9.2 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.

9.3 Whenever an employee in a standard work week (35 hours or 40 hours weekly) 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. When a non-standard employee is required to work on a holiday which falls on his regularly scheduled work day, he shall be compensated for an additional seven (7) hours at his base hourly pay rate.

9.4 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 (1) day in his official work schedule.

9.5 Whenever an employee is required to work on a holiday which falls on one of his scheduled days off, he shall be credited with the number of hours for one day in his official work schedule plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of one and one-half times.

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

ARTICLE X

INCLEMENT WEATHER/EMERGENCIES AND PERSONAL LEAVE

10.1 In the event that the Governor or designee determines

that an emergency situation exists and as a result makes a public declaration that an emergency exists or that State offices are closed, the following provisions shall apply:

1. The Department of Administration shall determine the designated starting time of the emergency.
2. Employees who are either allowed to leave their work place early or are excused from traveling to work shall be allowed to discharge vacation leave, personal leave or sick leave. An employee who elects to discharge sick leave may discharge up to a maximum of two (2) sick days per calendar year for such events.
3. Employees who are required to remain at their place of work or to travel to work shall be compensated at the rate of time and one half for each hour worked commencing at the designated starting time of the emergency as determined by the Department of Administration.
4. This provision shall not be utilized if the Governor or General Assembly determines that there is a financial crisis.

10.2 Personal Leave - The State agrees to personal leave days as follows: The State shall allow each employee a maximum of 32/28 hours leave with pay per year for the purpose of personal business. The State shall not require a member to give a reason as a condition of approving the use of personal leave, provided however, that prior approval for the requested leave must be obtained, that the resulting absence will not interfere with the proper conduct of division functions, and that a member who has

exhausted his personal leave credits shall charge approved absences from work necessitated by personal business or religious observances to accumulated vacation or other credits, excluding sick leave.

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

New employees appointed January 1st. through March 31st shall be entitled to 32/28 personal leave hours for that calendar year.

Employees appointed after March 31st and prior to June 30th shall be entitled to 24/21 personal leave hours for that calendar year.

Employees appointed July 1st and prior to September 30th shall be entitled to 16/14 personal leave hours for that calendar year.

Employees appointed October 1st through December 31st shall be entitled to 8/7 personal leave hours for that calendar year.

ARTICLE XI

SENIORITY

11.1 It is hereby agreed that the parties hereto recognize and accept the principle of seniority within a class of position in all cases of shift preference, days off, vacation time, holiday time, layoffs, and recall.

11.2 Seniority is defined as the length of continuous service within the department, provided that employees employed by the department as of the date March 18, 1974, shall have added to their departmental seniority any other continuous State service prior to March 18, 1974.

11.3 The appointing authority shall annually prepare and forward to the union a seniority list of employees by class of position.

11.4 All new and vacant positions for which recruitment is to be initiated shall be posted on the Union bulletin board for a period of five (5) working days. Vacancy notices shall be specific as to office or unit. Employees applying for such new and vacant positions shall make a request in writing to the Personnel Office not later than three days after the posting period has ended. The Union will be notified when any new or vacant positions will not be posted.

11.5 Where a transfer to fill a job vacancy will exceed sixty (60) days, said job vacancy shall be filled from a list of three (3) most senior bidders from the bargaining unit in the same class of position. If no employee in the same class of position bids, or if there are less than three (3) bidders, the job vacancy shall then be filled in accordance with Contract Article 11.7. If the job vacancy is not filled through the above procedure, the least senior employee in the same class of position may be reassigned to fill the vacancy, and if such reassignment is temporary, said least senior employee shall be provided with a travel allowance. The Union shall be notified in what manner the position was filled and by whom by sending a notice to the Union office.

11.6 Transfers of less than sixty (60) calendar days duration shall be made by the Department with written notice to the individual employee involved, which notice shall include the estimated length of such transfer assignment. The Department shall

first seek employees to voluntarily accept such assignment; and if no employee volunteers, then the Department shall select the least senior employee who is capable of performing the work. No employee shall be involuntarily transferred more than two (2) times per year. Travel allowance shall be paid from the permanent station or the individual employee's home, whichever is closer to the transfer assignment of work. A copy of all transfers shall be forwarded to the Union Office on or before the effective date of the transfer. The Union and the employee shall be notified two (2) weeks in advance when practical.

11.7 Promotional appointments shall be made from the three (3) most senior employees in the bargaining unit on the certified promotional list. Where there are less than three (3) bargaining unit members on the certified promotional list, or where no current certified promotional list exists, the employer shall select one of the three (3) senior bidders within the bargaining unit who apply for the position and who meet the stated education and/or experience requirements contained within the classification and possess any special skills referenced within the job posting. As used herein, the term "special skills" shall be limited to those skills which are both relevant and necessary to performing the essential, stated functions of the position in question, such as foreign language proficiency. The Union shall be notified as to who was selected.

11.8 For the purpose of layoff and recall, an employee's seniority in his/her present classification shall be determined by combining his/her continuous service in the Department with his/her

present classification, provided that employees employed by the Department as of March 18, 1974, shall have added to their departmental seniority any other continuous State service prior to March 18, 1974. In the event of layoff, employees shall be laid off in the following order according to seniority (defined above):

1. Those with temporary status
2. Those with provisional status
3. Those with probationary status
4. Those with permanent status
5. Ten (10) Stewards who are employees with a minimum of four (4) years departmental service
6. Seven (7) Executive Board Members
7. Corresponding Secretary
8. Recording Secretary
9. 3rd Vice-President
10. 2nd Vice-President
11. 1st Vice-President
12. Executive Vice-President
13. Treasurer
14. President

Two weeks notice of layoff shall be given to the full-time employees so affected.

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

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

Unpaid sick leave and personal leave accrued as of the date of

the layoff will be frozen for three (3) years from date of layoff.

11.10 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.

11.11 Employees appointed from employment or promotional lists shall serve a probationary period of 130 working days 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. Each new employee not appointed from a list of eligibles shall be considered a temporary employee and shall be subject to dismissal without recourse during the first (1st) year of employment while in temporary status. If such an employee is retained after 130 scheduled working days of service, he shall be granted a one-step increase.

11.12 Any employee may be dismissed without recourse during the probationary period. It is intended that the "probationary period" in the above sentence shall mean the original probation and shall not apply to the probationary period served after a promotional appointment.

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

- A. When an employee has been discharged for just cause.
- B. When an employee voluntarily terminates his employment.
- C. When an employee fails to respond to a recall notice.
- D. When an employee fails to notify his department director of his absence from work within three (3) working days unless extenuating circumstances prohibit such notice.
- E. When an employee fails to renew a leave of absence.
- F. When an employee engages in other work without authorization while on leave of absence.
- G. When an employee is laid off in excess of three (3) consecutive years.

11.14 An employee may not transfer by bid to a vacancy in a different office within the same class of position more than twice within a twelve month period.

11.15 In the event of a reorganization, the employer with the approval of the Director of Administration, may involuntarily transfer members of the bargaining unit into another bargaining unit if, and only if:

(A.) The reorganization is necessitated by a compelling need to respond to State or federal legislation, governmental

regulation or court order.

(B.) The employer has provided the Union sixty (60) days advance notice in writing of its intention to reorganize.

(C.) The employer has bargained in good faith over alternate means proposed by the Union to accomplish the goals of the reorganization.

(D.) No member of the bargaining unit is laid off or sustains a reduction in wages, hours, or health benefits as an accompaniment to such reorganization, except for a compelling reason. Where reorganization is accomplished by a lay off, such bargaining may include alternatives such as job sharing, flexible work hours and severance pay, provided that the parties shall not be required to utilize any particular alternative.

(E.) If a reorganization affects more than one Union, Local 401 will cooperate with other unions who reciprocate in such cooperation by participating in joint or parallel negotiations over working conditions.

(F.) If a reorganization requires a mixture of bargaining unit work previously performed by members of Local 401 and another union, the assignment of Local 401 duties shall not constitute a violation of this agreement.

(G.) In the event that a dispute arises concerning paragraphs (A.), (B.), (D.) or (F.) of this section, the matter shall be referred to binding arbitration under the Expedited Rules of the American Arbitration Association. Such arbitration shall be scheduled for a hearing before a mutually agreed arbitrator (or one selected under such AAA rules in the absence of mutually agreed

arbitrator) not less than forty-five (45) days after receipt by the Union of the Advance notice required under subsection (B.). This arbitrator's decision shall be rendered prior to implementation of the reorganization.

ARTICLE XII

VACATIONS

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

12.2 On January 1st of each year, employees shall be credited with certain vacation days in accordance with the Schedule below. Said days shall not be subject to accrual and shall be designated as "Up Front Days." The balance of an employee's vacation entitlement shall be subject to accrual in accordance with the following schedule. All vacation days subject to accrual shall be accrued according to the following formula:

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

	<u>Years of Service</u>	<u>Up-Front Days</u>	<u>Days Subject to Accrual</u>	<u>Total</u>
1)	At least 6 months but not more than 5 years	2	8	10
2)	At least 5 years but not more than 10 years	2	13	15
3)	At least 10 years but not more than 15 years	4	14	18
4)	At least 15 years but not more than 20 years	4	16	20
5)	At least 20 years but	9	17	26

not more than 25 years

6) 25 years or more 9 19 28

<u>DAYS SUBJECT TO ACCRUAL</u>	<u>SCHEDULE OF ACCRUAL</u>		<u>RATE</u>
8			.0308
13			.0500
14			.0538
16			.0615
17			.0654
19			.0731

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

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

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

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

12.7 Employees may be allowed to carry out over from one year to another not more than the vacation time accrued and credited in one year. The employee may carry this amount over to a second year provided such carryover days to a second consecutive year shall be

for use only and shall not be subject to cash out under Article 12.3 or other provision of the contract or statute beyond the number of vacation days which were eligible for cash out in the first year of such carryover.

ARTICLE XIII

SICK LEAVE

13.1 Sick leave with pay shall be granted to employees covered by this Agreement. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, or exposure to a contagious disease or physical, dental, other health maintenance examinations and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill. Sick leave with pay for the purpose of such attendance, however, is to be used only in emergency situations and is limited to seventy (70) hours for thirty-five (35) hour and non-standard employees and eighty (80) hours for forty (40) hour employees within any calendar year.

13.2 Employees whose basic work week is thirty-five (35) hours or in the non-standard category 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.

13.3 When the total accumulation shall amount to 875 hours (125 days) for an employee assigned to a thirty-five (35) hour schedule or non-standard schedule and 1000 hours (125 days) for an employee assigned to a forty (40) hour work schedule, no further

credit shall accrue until the total shall have been reduced to less than the maximum.

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

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

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

13.5 The appointing authority may require a physician's certificate or other satisfactory evidence in support of any request for sick leave with 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.

13.6 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 13, Sick Leave.

13.7 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's physician. Any 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 (6) months and shall be subject to the same provisions as other leaves without pay.

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

13.9 The parties recognize the desirability of light duty assignments as a means of returning injured workers to productive employment.

The Director and/or her/his designee in agreement with the local union shall define and assign transitional employment for employees who have job related injuries which prevent or limit performance of full job duties and responsibilities within the following parameters:

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

If no transitional employment is available in the employee's classification, the employee may be offered work outside her/his classification on a limited basis with approval of the local union.

The transitional employment for such employees shall be

reviewed on a regular basis. The review interval shall be agreed upon by the local union, the appointing authority, and the employee. The transitional employment period shall not exceed six (6) months unless mutually agreed upon by the local union involved, the appointing authority, and the employee with medical documentation.

If the employee cannot return to her/his classification and/or assignment based upon medical verification after attaining maximum medical improvement, the state shall attempt to assist them with other employment, education, or training in state service within the bargaining unit in accordance with the contract and the Worker's Compensation Laws.

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

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

13.10 1. The State and the Union agree to establish a Sick Leave Bank Committee who shall be responsible to administer a Sick Leave Bank in each bargaining unit covered by the Agreement.

2. Each Sick Leave Bank Committee shall be composed of six (6) members, three (3) of whom shall be appointed by the president of the Union and three (3) by the State. The Sick Leave Bank

Committee shall establish the rules and procedures to be used by employees who have contributed to the Sick Leave Bank. Each Sick Leave Bank Committee may decide, by majority vote, to permit sick leave bank donations to be made on an as needed basis. Donated sick leave hours shall not be deducted from an employee's accrual balance unless and until said hours are granted to an applicant by approval of the Sick Leave Bank Committee. Decisions of the Sick Leave Bank Committee to grant sick leave bank days shall be by majority vote, shall be final and shall not be subject to the grievance procedure and arbitration provisions of the contract.

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

A. The Committee must review the sick leave utilization of any member of the Sick Leave Bank who applies for sick leave from the bank. Sick leave will not be granted to an applicant with evidence of prior sick leave abuse in his or her personnel file or attendance record. Prior utilization of sick leave does not by itself indicate sick leave abuse.

B. The Committee must require adequate evidence of catastrophic illness or injury, which is not job-related, of an employee only (not any family member).

C. The maximum amount of sick leave that the Committee may grant shall be 480 hours per employee assigned to a forty (40) hour work week and 420 hours per employee assigned to a thirty-five (35) hour work week. Hours granted shall not exceed the total hours available in the Bank.

D. Employees must make contributions to the Sick Leave Bank on January 2 of each calendar year. Any employee who does

not make a contribution to the Bank shall not be eligible to apply to the Bank for any sick leave.

E. Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall contribute eight (8) hours of sick leave if assigned to a forty (40) hour work week and seven hours of sick leave if assigned to a thirty-five (35) hour work week.

F. An employee who applies to the Sick Leave Bank must have used all available accrued and accumulated leave including vacation and personal leave.

G. Part-time employees may participate on a pro rated basis.

4. Any unused sick leave remaining in the Sick Leave Bank on December 31 shall not be carried forward into the next year.

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

ARTICLE XIV

HEALTH AND WELFARE

14.1 The State will maintain the current health benefits through June 30, 2012, through a product provided by Blue Cross, United Health Care, or a substantially equivalent package of benefits delivered through a PPO, except as modified as set forth herein. The State shall comply with the provisions of R.I. General

Laws §36-12-1.

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

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

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

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

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

be via payroll deductions.

For full time employees:

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

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

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

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

Effective the pay date, Friday, August 8, 2008, eligible part time employees (scheduled hours <35.0 for a 35.0 hour position or <40.0 for a 40.0 hour position) shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentages shall apply based on the employee's annualized total rate and shall be via payroll deductions.

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

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

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

14.4 The employee waiver will be increased from \$1,300 to \$2,002 effective January 1, 2002. Effective July 1, 2011, the employee waiver shall be reduced by 50% to \$1001.

14.5 Employee Drug Co-Pay The employee drug co-pay shall be as follows:

Date	Generic	Formulary	Non-formulary
Jan. 1, 2004	\$5.00	\$12.00	\$30.00

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

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

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

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

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

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

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

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

14.7 Dental Program: The State will provide a dental plan for the employees and their family. The coverage shall be \$1,200 under

the dental program to be effective upon the expiration of the current dental program.

Effective January 1, 2009, the following dental change shall be in effect: Dental plan crown coverage shall be changed to 80%.

14.8 The State and the Union have agreed that any employee covered by the Contract that retires in accordance with R.I.G.L. 36-8-1 et seq. shall be able to receive employer paid individual medical coverage.

14.9 The employee must notify their appointing authority not less than two weeks notice of their intention to retire.

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

14.11 Subsequent to the ratification of this Agreement by the Union, any health insurance co-share agreement agreed to by the State through negotiations, by the Director of the Department of Administration, or her designee, shall be offered to the union as an alternative to the co-share provision contained in Article 14. Any such alternative agreement shall be applicable on a prospective basis only, provided the alternative co-share agreement is applied to all bargaining unit employees who are entitled to health, dental, and/or vision care benefits. In the event a more favorable health insurance co-share agreement is directly related to

concessions made by other labor organizations, the union shall have the option of making concessions of equal value in order to qualify for the more favorable co-share agreement.

Notwithstanding any provision in the Collective Bargaining Agreement regarding parity, the Union shall have no claim to parity as to health insurance plan design, dental insurance plan design, prescription drug plan design, co-shares for health insurance, dental insurance or vision care insurance, employee waiver payment, or wages, based on the terms of the collective bargaining agreements between the State and either the Howard Union of Teachers or the Rhode Island Troopers Association.

14.12 Flex Plan

Effective July 1, 2008, the State will offer a medical flexible spending account plan in addition to the dependent care flexible spending account plan. Flexible spending accounts permit employees to payroll deduct a portion of their pay on a pre-tax basis for the payment of qualified medical and dependent care expenses.

14.13 Wellness Incentive

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

The Wellness Incentive program will integrate preventative and

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

ARTICLE XV

RETIREMENT

It is agreed that all employees so eligible shall be entitled to retirement benefits according to the provisions of Chapter 36-9-1 et. seq. of the General Laws of 1956 as amended.

ARTICLE XVI

GROUP LIFE INSURANCE

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

16.2 The following provisions of the insurance program are set forth herein, subject to amendment of the law and implementing regulations:

- (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 amount 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 (65th) birthday.
- (d) The cost to the employee of such insurance shall not exceed the rate of twenty-five cents (\$.25) bi-weekly for each one thousand (\$1,000.00) of his group life insurance.
- (e) Each employee shall be furnished a certificate of insurance.

ARTICLE XVII

LEAVE WITHOUT PAY

17.1 It is agreed that, upon written application, an employee with permanent status may be granted a leave without pay up to six months, subject to renewal, for reasons of personal illness, disability, or employment with a State affiliated labor organization, or other purposes deemed proper and approved by the appointing authority and the Personnel Administrator.

17.2 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 rate for his class of position.

17.3 Seniority shall be retained and accumulated during all leaves without pay.

ARTICLE XVIII

JURY LEAVE

18.1 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.

18.2 Every employee covered by this Agreement who is required to testify as a witness for the State or in any case as a result of the employee's official duties as a State employee, said employee shall receive for the period of time required as a witness, his regular pay or witness fee, whichever is the greater.

ARTICLE XIX

MILITARY LEAVE

19.1 Every employee covered by this Agreement who has left or shall leave his position by reason of involuntarily entering the armed forces of the United States and who has been employed for 180 or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from 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 months after the date of discharge from, or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

19.2 New employees hired after July 1, 1986 shall receive benefits contained under Article 19 except for 19.2 as follows:

For the first sixty (60) days of such absence, every such employee shall receive the difference between his/her state salary and his/her military base pay. Employees who would otherwise qualify for military leave in accordance with Section 19.1, 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. Reenlistment or other continued service in the armed forces resulting from a choice by the employee shall cancel such payments. In no case shall such employee receive more than the amount he/she would have received had the employee not been absent from his/her position. No employee shall be allowed to receive pay more than once under this Article for Military Leave for training purposes in a three (3) year period. (Military leave modifications for existing employees shall be deferred for reopener negotiations.)

19.3 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 during such period of 60

days.

19.4 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.

19.5 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 XX

MILITARY TRAINING LEAVE

20.1 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 working days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen working days, he shall be granted leave without pay for this purpose.

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

20.3 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 XXI

CALL IN TIME

21.1 It is agreed that any employee reporting for work on any regularly scheduled work day, unless notified during the preceding day not to do so, will be permitted to complete at least one half-day ($\frac{1}{2}$) period and may be assigned other than his regular work within his physical capacity at his established rate of pay.

21.2 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.

21.3 In cases of emergency, when an employee has left his place of employment and is called back to work at times other than his scheduled shift, he shall receive a minimum four (4) hours pay at one and one-half ($1\frac{1}{2}$) times his regular rate. In case the call-out runs into his regular shift, he shall receive one and one-half ($1\frac{1}{2}$) times his regular rate from the time he begins work in the call-out until the expiration of the four (4) hour call-out-guarantee or the applicable overtime rate, whichever is less.

ARTICLE XXII

BULLETIN BOARD

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

ARTICLE XXIII

UNION COMMITTEE

23.1 Designated union members or officers shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend hearings and meeting and conferences on contract negotiations and other collective bargaining matters with State Officials.

23.2 No Union steward or committee members of representatives shall be discriminated against as a result of the performance of legitimate union business.

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

23.4 Union representatives will be permitted to visit Union Officers and committee members on State premises for the purpose of discussing union business. Union officials shall first notify the Office Manager or his/her designee when he/she is on the premises for the purpose of union business.

23.5 A time period during orientation will be made available to the Union to describe and explain its functions.

ARTICLE XXIV

DISCIPLINARY ACTION

24.1 A meeting between an employee and his supervisor and/or the appointing authority (or designee) during which the principal topic of discussion is discipline or potential discipline, will entitle the employee to be informed of his right to have a Union Representative present. If the employee requests the presence of a Union Representative, the State will honor that request.

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in Article XXV.

If the appointing authority has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee.

Where appropriate, disciplinary action or measure shall include the following:

- 1) Oral Reprimand
- 2) Written Reprimand
- 3) Suspension
- 4) Transfers
- 5) Demotion where appropriate
- 6) Discharge

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

reasons for such action.

When the Appointing Authority proposes to suspend or dismiss an employee, the following procedures will apply:

- A. The employee will be given a speedy (prompt) hearing. When necessary, depending on the nature of the charges, the employee will be placed on administrative leave (leave with pay) for a maximum of three (3) working days within which time the administration will conduct a hearing.
- B. If the Department requires additional time beyond the three (3) working days administrative leave to prepare for the hearing, the employee will be continued on administrative leave until the hearing is held.
- C. If the Union and/or the employee requires additional time beyond the maximum of three (3) working days administrative leave to prepare for the hearing, the employee will be placed on leave without pay.

24.2 In the case of demotion, the appointing authority shall give the Personnel Administrator, the employee and the Union written notice of his intention to effect the demotion not less than fifteen (15) days before the date it is intended to become effective.

24.3 It is agreed that the appointing authority may reprimand, transfer, dismiss, demote, or suspend an employee for just cause.

24.4 An employee against whom a disciplinary action, except for an Oral or Written Reprimand, has been taken may appeal the decision and proceed within two (2) weeks to Article 25.2, Step 4

of the grievance procedure and then to arbitration.

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

24.6 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.

24.7 Employees, upon request, will have the right to review the contents of their personnel file and to obtain copies of any documents contained therein. Copies of additions to one's personnel file shall be given to the employee at the time such material is placed in the personnel file. 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. Material, including references obtained relative to an employee's initial appointment shall be considered confidential and not subject to review by the employee.

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

24.9 Employees shall have the right to respond in writing to all additions to their personnel file. Such additions shall be made a part of the file. No separate file shall be maintained by the Department other than the one (1) subject to employee

inspection.

24.10 Oral reprimands shall be removed after six (6) months provided that there has been no further disciplinary action. Written reprimands shall be removed after one year provided that there has been no further disciplinary action taken.

24.11 Any charge against the employee shall be made in writing and signed by the person making the charge. A copy of such charge shall be filed with the Union and a copy with the employee against whom the charge is made.

ARTICLE XXV

GRIEVANCE PROCEDURE

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

A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the sections of the Agreement involved.

25.2 There shall be a grievance procedure as follows:

Step 1: (A) A grievance shall be presented by the aggrieved employee and/or by the Union to his immediate supervisor within ten (10) working days of the aggrieved's and/or Union's knowledge of the act, event or commencement of the condition which is the basis of the grievance.

(B) An aggrieved employee shall discuss their problem with their Union representative and immediate supervisor who shall attempt to settle the grievance within one (1) working day.

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

Step 3: In the event the grievance is not settled in a manner satisfactory to the aggrieved member and/or the Union, then such grievance may be submitted to arbitration in the manner provided herein, within thirty (30) days from the transmittal of the Step 2 decision. Either party to this agreement shall be permitted to call witnesses as

part of the grievance procedure. The State, on request, will produce payroll and other records, as necessary.

Miscellaneous

- (A) Nothing contained herein deprives an individual employee of the right to process their grievance without Union representation. If such grievance is processed without Union representation, the facts and disposition of said grievance will be furnished to the Union.
- (B) The grievant may be represented by a third party at Step 2 or Step 3 of this procedure, upon the mutual consent of the State and the Union in writing.
- (C) It is also agreed that in all cases of suspensions, dismissal or class actions, the aggrieved and/or the Union may go immediately to Step 2 of the grievance procedure.

25.3 The time limits specified herein shall be regarded as maximum 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.

25.4 A grievance may be taken to the next step of the grievance procedure if within the time limits specified herein a decision has not been rendered. It shall be the responsibility of the aggrieved to forward complete copies of the grievance to the official at the next step of the grievance procedure.

25.5 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.

25.6 For purposes of this article, the following definition shall apply:

- A. "Within a working day" shall mean prior to the end of the shift on the working day following receipt of the grievance and shall be exclusive of weekends, the aggrieved's vacation and holidays.
- B. "Aggrieved" shall mean either the employee or the Union.

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

ARTICLE XXVI

ARBITRATION

26.1 A grievance which has been submitted to arbitration under Step 5, shall at the request of the union or the State be referred to the American Arbitration Association for proceedings in accordance with its rules then obtaining.

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

26.3 Only grievances arising out of the provisions of this contract relating to the application of interpretation thereof, may

be submitted to arbitration.

26.4 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 be applied to any obligation arising under this Agreement.

ARTICLE XXVII

SAFETY COMMITTEE

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

27.2 The State shall take prompt and appropriate action to correct any unsafe conditions or actions.

27.3 A safety committee shall be appointed composed of two (2) representatives selected by the Union and two (2) representatives by the State. Said committee shall appoint its own chairman and shall meet semi-annually if and when it is determined by two (2) or more members that such a meeting is warranted. The committee will draw up a safety code of recommendation to the State. Such codes will comply with OSHA and the Fire Marshall's Code standards.

ARTICLE XXVIII

ALTERATION OF AGREEMENT

28.1 The State and Union acknowledge that this agreement represents the results of collective bargaining negotiations between the said parties conducted under and in accordance with the

provisions of the Labor Relations Act and constitutes the entire agreement between the parties for the duration of the life of said agreement; each party waiving the right to bargain collectively with each other with reference to any subject matter, issue, or thing specifically covered herein. The parties agree to meet and discuss issues arising with regard to matters wholly omitted here from, but shall not be obligated to proceed to arbitration under Title 36, Chapter 11, Section 9, of the General Laws of the State of Rhode Island with respect to these matters.

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

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

ARTICLE XXIX

NO STRIKE OR LOCKOUT

29.1 The Union and its members will not cause, call or sanction any strike, work stoppage, or slow-down, nor will the State lockout its employees during the term of this agreement.

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

ARTICLE XXX

MISCELLANEOUS PROVISIONS

30.1 In the event that any provision of this Agreement requires legislative action to permit its implementation, including

but not limited to the amendment of existing statutes, the adoption of new legislation, or the granting of appropriations, it shall become effective only if such legislative action is taken. The parties, however, mutually agree to make recommendations to the legislature which may be necessary to give force and effect to the provisions of this Agreement.

30.2 Except as otherwise expressly provided herein, all privileges and benefits which employees have hitherto enjoyed under previous contracts shall be maintained and continued by the state during the term of this Agreement.

30.3 Work normally performed within an established bargaining unit shall not be performed by any employee outside said bargaining unit except in an emergency situation.

30.4 CETA employees shall not be employed to displace bargaining unit employees. The State and the union shall conform to all provisions of CETA policies, rules and regulations affecting CETA employees.

30.5 It is hereby agreed whenever it becomes necessary for an employee to use his personal car in the course of his employment he shall be reimbursed for such mileage at the rate set by the Federal General Services Administration. The GSA mileage rate shall be adjusted on July 1st and January 1st of each year to reflect the rate that is in effect on those dates.

30.6 The State agrees to reimburse all employees for all expenses incurred in the repair or replacement of eyeglasses, clothing, dental work or personal effects damaged as direct result of contact with the public in performance of their duties, provided

the Department is reasonably satisfied that there has been an assault upon said employee.

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

ARTICLE XXXI

EMPLOYEE EVALUATION

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

The intent of the parties is to adopt existing models of employee evaluation forms to the department and to implement such process on or about January 1, 2002.

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

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

ARTICLE XXXII

SEVERABILITY

32.1 In the event that any article, section, or portion of this Agreement or any arbitrator's decision rendered under the terms of this Agreement, is found to be invalid by a decision of a tribunal of competent jurisdiction, or is found to be unreasonably inconsistent with the national policy of wage and price controls, or shall have the effect of loss to the State of funds made available through Federal law, then such specific arbitrator's decision, article, section or portion thereof, 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 XXXIII

TESTING ACCESS

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

ARTICLE XXXIV

TERMINATION OF AGREEMENT

34.1 This Agreement shall be effective as of the 1st day of July 2008 and shall remain in full force and effect until the 30th day of June 2012. This agreement shall be automatically renewed from year to year after the 30th day of June 2012, unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of the Agreement to the other party.

34.2 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.

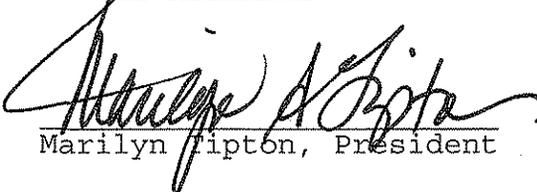
34.3 In witness whereof, the parties hereto have set their hands this _____ day of, _____, 2010.

FOR THE STATE OF RHODE ISLAND



Governor Donald L. Carcieri

FOR THE ALLIANCE



Marilyn Tipton, President



Rosemary Booth-Gallogly
Director of Administration

LETTER OF UNDERSTANDING
CHILD CARE FACILITIES

The Department and the Union shall appoint representatives to joint committee to study the feasibility of establishing on-site or other child care facilities for use by Department employees. Said committee shall make its recommendation no later than November 1, 1989.

FOR THE STATE:

FOR THE UNION:

DATE: _____

LETTER OF UNDERSTANDING

OUTING

Members of Local 401, SEIU will be subject to the following regarding "Outings."

- 1) Members will be permitted to have leave with pay for one-half (½) of their work day if they are scheduled to work on the day of the Outing.
- 2) In the event all employees who wish to attend the Outing cannot be granted leave because of the necessity of main-training sufficient staff to provide their services as needed, employees will be granted leave on the basis of their primary seniority. Those who desire to attend the Outing but cannot be given leave on the day in question, will be granted leave with pay at a later date.
- 3) Such personnel absences will be permitted only if no overtime personnel services are necessary to cover such absences.

FOR THE STATE:

FOR THE UNION:

DATED: _____

LETTER OF UNDERSTANDING

PART TIME INTERVIEWER

During the course of negotiations, the Union proposed to amend the salary schedule for Employment Security Interviewer (Part-time) to reflect a five-step hourly rate pay scale.

The parties agreed to establish a committee made up of three members of the Union and three members from Management to study this proposal and to make recommendations to the Director of Administration no later than November 19, 1989.

FOR THE STATE:

FOR THE UNION:

DATE: _____

LETTER OF UNDERSTANDING
TUITION REIMBURSEMENT

The tuition reimbursement fund will be increased from \$10,000.00 to \$11,000.00 per year and allow the sum of \$1,000.00 per year and/or course.

FOR THE STATE:

FOR THE UNION:

LETTER OF UNDERSTANDING
PROMOTIONAL APPOINTMENTS

The three (3) most senior bidders who meet the required specifications of the position shall be guaranteed an interview. Questionnaires issued by the Department in conjunction with the promotional appointments or job openings shall be utilized for the sole purpose of determining whether applicants possess the stated requirements contained within the classification and possess the special skills referenced within the job posting. Where the applicant pool does not exceed fifteen (15) bargaining unit members who meet the required specifications of the position, the failure of any one of those bargaining unit member applicants to prepare and submit a questionnaire shall not disqualify the applicant for an interview or otherwise prejudice the applicant for consideration of the position.

MEMORANDUM OF AGREEMENT

STUDY GROUP

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

MEMORANDUM OF AGREEMENT

LIST B NOTICES

By execution of this agreement, the State hereby rescinds the notices dated 11/15/07 which advised union officials and employees of the State's intention to explore the subcontracting or privatization of some functions currently performed by bargaining unit members.

MEMORANDUM OF AGREEMENT

NON WAGE PROPOSALS

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

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

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

MEMORANDUM OF AGREEMENT

9/22/09

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into by and between the State of Rhode Island and the RIESA, LOCAL 401, SEIU

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

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

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

NOW THEREFORE, in the best interests of the parties and to avoid an interruption of State services to the citizenry, on this 23 day of September, 2009, it is hereby agreed by and between the State of Rhode Island and the RIESA, LOCAL 401, SEIU that the Collective Bargaining Agreements/Memoranda of Settlement for the period of July 1, 2008 through June 30, 2012 remain unchanged except as follows:

No Layoff, Shutdowns or Pay Reductions:

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

9/22/09

Settlement Agreement and Consent Decree:

Upon execution and ratification of this Memorandum of Agreement, the parties will jointly cause the terms of this Memorandum of Agreement to be reduced to a consent decree and jointly request approval and entry of that decree(s) in the Supreme Court action entitled Council 94, et al. vs. Carcieri et al., Case Nos. _____ (Union/Case Nos.). The Unions will formally withdraw any and all grievances filed directly or indirectly related to EO-09-20 with prejudice. The parties also agree that the consent decree will include language that indicates that the parties agree that the consent decree is an amicable resolution of disputed positions and that nothing therein shall be considered an admission of liability.

Pay Reduction FY 2010:

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

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

Employees so affected will be entitled to accrue one and one quarter (1.25) additional days of paid leave (for a maximum of 10.0 days) in each of the payroll periods identified above. This leave will accrue to part-time employees on a pro rated basis.

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

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10/16/09), regardless of when the cash payment is made. All other pay reduction leave accruals provided for in this agreement shall have no cash value whatsoever.

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

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

Salary Increase Delay:

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

Pay Reduction FY 2011:

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

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

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

Employees may request to discharge this PR commencing with any payroll period following the payroll period in which it was earned. These requests shall not be unreasonably denied.

Employees may elect to carry no more than four (4) PR days solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash

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payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 1/2/2011-1/15/2011 (paycheck of 1/21/2011), regardless of when the cash payment is made. All other pay reduction leave accruals provided for in this agreement shall have no cash value whatsoever.

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

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

Voluntary Leave Without Pay:

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

Reorganization, Elimination or Consolidation of Functions:

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

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

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

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divisions or departments.

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

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

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

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

The parties acknowledge that, for the limited term of this Agreement, the terms set forth above shall be in lieu of the provisions of the collective bargaining agreement that address layoff and bumping, job abolishment, reassignment, transfer, consolidation or reorganization.

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

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

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

- a) In accordance with the seniority provisions of the collective bargaining agreement applicable to the transferred employee;
- b) The posting shall reflect the salary information of the collective bargaining agreement covering that classification at that Agency/Division and include language advising of the provisions set forth in sections a above and sections d and f below.
- c) Copies of such postings will be provided to the union covering the transferred employee and to the union covering that classification at that Agency/Division;
- d) Upon appointment, the position and the employee newly filling the position will be assigned and accreted to the collective bargaining unit covering that classification at that Agency/Division and the position will thereafter remain within that collective bargaining unit and the parties will work cooperatively to file the necessary documentation with the Labor Board;
- e) The employee's primary, secondary and State seniority shall all be determined in accordance with collective bargaining agreement covering that classification at that Agency/Division;

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- f) If there are no qualified applicants for the position within the time limit contained in the applicable collective bargaining agreement covering the transferred employee, the vacant position will be filled in accordance with the collective bargaining agreement covering that classification at that Agency/Division;
- g) In no event shall the State change the bargaining unit affiliation of any affected employee except as described herein; and
- h) In no event shall the State's decision not to post a position be used as a subterfuge to evade these limitations.

Effect on Retirement:

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

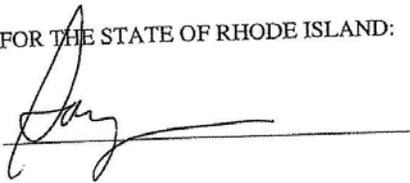
Ratification:

This Agreement is subject to (a) union membership ratification no later than October 2, 2009 and (b) approval by the Governor of Rhode Island, or his designee.

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

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

FOR THE STATE OF RHODE ISLAND:



FOR THE UNION:

