

800272  
7/1/00 - 6/30/04  
106 pgs

**MASTER AGREEMENT**  
**BETWEEN**  
**STATE OF RHODE ISLAND**  
**AND**  
**RHODE ISLAND COUNCIL 94, A.F.S.C.M.E.**  
**AFL-CIO**

2000-2004



TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	MEMORANDUM OF AGREEMENT	1
	PURPOSE	1
1	RECOGNITION	1
2	NON-DISCRIMINATION CLAUSE	2
3	UNION SECURITY & DUES DEDUCTION	3
4	MANAGEMENT RIGHTS	5
5	HOURS OF WORK:	6
	.Work Weeks	
	.Other Work Schedules	
	.Pro-rata Benefits	
	.Coffee/Meal Breaks	
	.Shift Hours	
	.Higher Classification Work	
6	SALARY SCHEDULE	8
	.Salary Increases	
	.Step Increments	
	.Longevity	
	.Incentive Training	
	.Paycheck Distribution	
7	SHIFT DIFFERENTIAL	11
	.Tour of Duty Definitions	



ARTICLE

PAGE

	.Shift Differential Pay	
8	OVERTIME	12
	.Definition	
	.Holiday Work	
	.Distribution	
	.Seniority Rotation	
	.Sixteen (16) Consecutive hours	
9	HOLIDAYS	15
	.Official Holiday	
	.Holiday On Scheduled Work Day	
	.Work on Holiday	
	.Holiday on Scheduled Day Off	
	.Holiday on Vacation Period	
	.Legislative Action	
10	INCLEMENT WEATHER/EMERGENCY	17
11	SENIORITY	17
	.Primary, Secondary, State-wide	
	.Seniority Definitions	
	.Primary Seniority Applications	
	.Lateral Transfer	
	.New & Vacant Position Posting	
	.Vacancies with certified list	
	.Vacancy without list	
	.Non-competitive position	
	.Certified List(s) supplied	



ARTICLE

PAGE

- .Seniority Lists
- .Career Field Work
- .Layoffs
- .Recalls
- .Re-employment Lists
- .Job Abolishment
- .Probationary Period
- .Seniority Broken - Reasons

12

VACATIONS

30

- .Vacation Schedule
- .Termination of Service
- .Vacation Assignment
- .Seniority Preference
- .Vacation Carry-Over
- .Vacation Records

13

SICK LEAVE

32

- .Definition
- .Accrual Formula
- .Total Accumulation
- .Payment of Accrued Leave
- .Bereavement Leave
- .Pregnancy/Maternity Leave
- .Worker's Compensation
- .Special Sick Leave

14

HEALTH & WELFARE

38





**ARTICLE**

**PAGE**

	.Medical Coverage	
	.Dental/Prescription/Optical Plans	
	.Major Medical	
	.Coverage During Layoffs	
	.Emergency Room Rider	
	.Chiropractic Rider	
15	RETIREMENT	39
16	GROUP LIFE INSURANCE	40
17	LEAVE WITHOUT PAY	41
	.Application for Leave	
	.Return to Position	
	.Union Conventions	
	.Leave to Protect Status	
18	JURY LEAVE	42
19	MILITARY LEAVE	42
20	MILITARY TRAINING LEAVE	44
21	CALL IN TIME	45
22	BULLETIN BOARDS	46
23	UNION COMMITTEE	46
	.Union Leave	
	.Non-discrimination	
	.List of Officers	
	.Printing of Contract	
24	DISCIPLINE & DISCHARGE	47
	.Just Cause	



<u>ARTICLE</u>		<u>PAGE</u>
	.Disciplinary Measures	
	.Suspension/Discharge Appeals	
	.Voluntary Demotion	
25	GRIEVANCE PROCEDURE	49
	.Definition	
	.Procedure/Grievance Steps	
	.Arbitration Appeals	
	.Dismissal Appeals	
	.Personnel Appeal Board	
	.Review of Personnel Files	
26	ARBITRATION	52
27	MEDIATION	54
28	HEALTH & SAFETY	57
	.Definition	
	.Safety Committee	
	.Personal Tools	
29	TESTING	58
30	NO STRIKES OR LOCKOUTS	59
31	SEVERABILITY	59
32	EDUCATION & TRAINING PROGRAM	60
33	SUB-CONTRACTING PROCEDURE	61
34	LABOR MANAGEMENT COMMITTEE	63
35	LEGAL DEFENSE	63
36	COMPENSATION PLAN/MALPRACTICE COMMITTEES	64
37	P.E.O.P.L.E. DEDUCTIONS	65



ARTICLE

PAGE

38	NON-PERFORMANCE OF BARGAINING UNIT WORK	65
39	CETA	65
40	MILEAGE PROVISIONS	65
41	PERSONAL BUSINESS LEAVE	66
	.Formula	
	.Requests for Leave	
	.Grievances on Leave Requests	
	.Pro-rata Formula	
42	RECLASSIFICATION AND/OR UPGRADING	67
43	TUITION REIMBURSEMENT	70
44	DAY CARE	72
45	RETIREE MEDICAL COVERAGE	73
46	ALTERATION OF AGREEMENT	74
	.Clothing Allowance	
	.Entire Agreement	
	.Written Alteration	
	.Mini-Contracts	
	.Flex Time	
47	TRANSITIONAL EMPLOYMENT	76
48	TEMPORARY SERVICES	77
49	EMPLOYEE FEEDBACK PROGRAM	79
50	TERMINATION\REOPENING OF AGREEMENT	80

✓

## MEMORANDUM OF AGREEMENT

This Master Agreement is hereby entered into this \_\_\_\_\_ day of February, 2001 by and between the State of Rhode Island, hereinafter referred to as the State, and Rhode Island Council 94, A.F.S.C.M.E., AFL-CIO, hereinafter referred to as the Union.

### PURPOSE

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

### ARTICLE 1

#### RECOGNITION

1.1 The State hereby recognizes the Union for the purposes of this Master Agreement as the sole and exclusive bargaining agent for all State employees with regard to wages, hours, and working conditions for whom Rhode Island Council 94, A.F.S.C.M.E., AFL-CIO are currently certified to represent by the decision of the State Labor Relations Board, and those State employees who are in bargaining units that are recognized by mutual agreement or upon





certification by the State Labor Relations Board.

Upon such recognition, such new units shall automatically be covered by the terms of this Master Agreement and negotiations for mini-contracts shall begin immediately upon such recognition. Upon termination of the Council 94 certification for any bargaining unit, the provisions of this Master Contract shall be automatically terminated. The terms of this Master Contract are non-transferable and non-assignable. The following is a list of the certificate numbers currently represented by Council 94:

EE-1690	EE-1704	EE-1714	EE-1715	EE-1766	EE-1767
EE-1778	EE-1789	EE-1794	EE-1804	EE-1805	EE-1825
EE-1847	EE-1848	EE-1896	EE-1899	EE-1926	EE-1993
EE-2048	EE-2057	EE-2060	EE-2069	EE-2089	EE-2098
EE-3095	EE-3113	EE-3114	EE-3133	EE-3144	EE-3146
EE-3149	EE-3152	EE-3157	EE-3163	EE-3221	EE-3260
EE-3324	EE-3328	EE-3332	EE-3333	EE-3337	EE-3338
EE-3342	EE-3373	EE-3402	EE-3403	EE-3406	EE-3417
EE-3418	EE-3446	EE-3504			

## ARTICLE 2

### NON-DISCRIMINATION CLAUSE

2.1 The State and the Union agree not to discriminate against any member of the bargaining units covered by this Agreement because of race, religion, creed, color, sex or sexual orientation, age, physical handicap, marital status, country of ancestral origin, political beliefs, or affiliations and/or membership in any



lawful organization.

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

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

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

### ARTICLE 3

#### UNION SECURITY & DUES DEDUCTION

3.1 The State Controller shall deduct Union dues from the wages of all members within the respective bargaining units.

3.2 In those bargaining units in which the Union has been certified as the exclusive bargaining agent, only the dues for the sole and exclusive bargaining agent shall be deducted. Membership in the Union may be determined by each individual employee.

3.3 All non-members of the exclusive bargaining organization shall pay to the exclusive organization a service charge as a



contribution toward the negotiation and administration of the collective bargaining agreement in an amount equal to the regular bi-weekly membership dues of said organization.

3.4 The State Controller shall forward all deductions covered by this agreement to Rhode Island Council 94, A.F.S.C.M.E., AFL-CIO on a bi-weekly basis.

3.5 The State Controller shall deduct back dues from any arbitration award in the case of a suspension or discharge which has been overturned by an arbitrator, and shall remit the amount to Council 94, A.F.S.C.M.E.

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

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



3.7 The appointing authority shall give written notice to the Treasurer of the Union of all new 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, address, social security number, date of hire, classification, work assignment and location.

#### ARTICLE 4

##### MANAGEMENT RIGHTS

4.1 The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this agreement, all rights to manage, direct or supervise the operations of the State and 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 the applicable laws and regulations:

- A. To direct employees in the performance of the duties of their positions;
- B. To hire, promote, transfer, assign, and retain employees in positions within the bargaining units and to suspend, demote, discharge, or take other disciplinary action against such employees;
- C. To maintain the efficiency of the operations entrusted to it;
- D. To determine the methods, means and personnel by which such operations are to be conducted;

