



Cornell University
ILR School

BLS Contract Collection

Title: **Rhode Island, State of and Rhode Island Brotherhood of Correctional Officers (2000)**

K#: **820321**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - <http://digitalcommons.ilr.cornell.edu/blscontracts/1/>

For a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

#820321

TENTATIVE AGREEMENT
BETWEEN THE
STATE OF RHODE ISLAND
AND

6/30/03

RHODE ISLAND BROTHERHOOD OF CORRECTIONAL OFFICERS

September 12, 2000

6,200 em^{hrs}

I. Except as further modified by this TA, the Contract between the parties effective as of January 1, 1994 and expiring June 30, 1996, as modified by the Croasdale Interest Arbitration Award dated June 30, 2000, shall continue in full force and effect. This TA shall supersede any conflicting provisions of the Contract and that Award and is subject to ratification.

Except where retroactivity is specified in the TA, changes required by the TA shall be prospective following the date of ratification.

I. Base Pay

Effective the pay period beginning July 2, 2000, the State will provide an increase in pay (approximately 13%), based on the following percentages, compounded:

3%, 3%, 3.5%, 3.5%

II. Work Rule Changes

a. **Superior Officers Only**

- i. Article V: Abolish the 1-9 p.m. visitor/recreation shift post currently staffed by Correctional Officer Lieutenant. (by attrition)
- ii. Article XXX Employee Evaluation: All superior officers will undergo annual performance appraisal. Such appraisal shall not be used for promotion selection or discipline; provided, problems made known during the appraisal process may be addressed in such procedures independent of the appraisal.

b. **Food Service**

- i. The Director shall identify the number of Correctional Officer Steward posts in each facility and each shift.

3/12/01

7 pages

Current posts will be vacated and all newly identified posts will be posted for bid, according to Article X.

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

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

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

ii. Article X. Seniority:

Add:

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

iii. Article XXVII. Call in Time:

Add:

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

c. **Nurses**

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

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

d. Unified Transport of Inmates

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

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

e. Missed Overtime

Pay for missed overtime opportunities is eliminated. Instead, all by-passed staff will be placed at the top of the overtime rotation list under all circumstances. (Article VII)

f. Training

The requirement of the Croasdale Interest Arbitration Award to offer 40 hours of training to each correctional officer shall become effective July 1, 2001.

g. Contracting Out

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

Articles 34B, C and D of such Award shall remain in full force and effect.

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

Notwithstanding any contrary provision in the first sentence of this paragraph, the State may contract out the copying of medical records now, without going through the process required by Article 34A of the Croasdale Interest Arbitration Award.

h. Changes in State Employees' Health Plan

During the period commencing July 1, 2000 and expiring June 30, 2003, the State will provide the same changes in the statewide health plan, which it negotiates with two or more separate national unions which, together, represent a majority of unionized State employees, to be effective at the same time as with such unions.

Other Elements of TA

I. Retroactive Pay

- a. Retroactive pay for the retroactive pay period July 1, 1996 through June 30, 2000 shall be calculated on the following percentage increases, compounded:

July 1996	3%	increase over the June 1996 pay base
July 1997	3%	increase over the June 1997 pay base
July 1998	3.5%	increase over the June 1998 pay base
July 1999	3.5%	increase over the June 1999 pay base

Such retroactive pay shall be calculated individually for each present and former bargaining unit employee who worked during such period, based on straight time and overtime hours worked; provided, the State's obligation for payment of the aggregate amount hereunder shall not exceed 18.5 million dollars. If the calculation of such total amount exceeds \$18.5 million, the individual pay amounts will be recalculated by multiplying such

amounts by a fraction, the numerator of which is 18.5 million and the denominator is the total amount.

- b. The Union shall be given the opportunity to review the calculations under the prior paragraph and indicate their assent thereto by written signature of its President, prior to payment by the Department. Following such assent, the Department will distribute the listing of individual and aggregate amounts to each bargaining unit member. These calculations shall not be subject to the grievance and arbitration procedure. Notwithstanding, the Department reserves the right to correct an error in calculation, providing to request to correct the calculation is submitted in writing to the department within 30 days of publication to individual employees.

c. Payment Schedule

The payment schedule of the individual pay amounts for each current and former employee shall be as follows:

<u>Date</u>	<u>Approximate Percentage Interest</u>	<u>Dollar Cap</u>
July 2001	0.32	(\$6 M)
July 2002	0.32	(\$6 M)
July 2003	0.23	(\$4 M)
July 2004	0.13	(\$2.5 M)

II. Future Base Pay Increases

During Fiscal Year 2001 which begins on July 1, 2000, Fiscal Year 2002 which begins on July 1, 2001 and Fiscal Year 2003 which begins on July 1, 2002, the State will provide the average percentage increases in base pay which it negotiates during each such Fiscal Year with two or more national unions which, together, represent a majority of unionized State employees. Such increases will be effective in the same pay periods as such raises are implemented with both such unions.

III. Duration of Agreement

Rewrite the first sentence of Article 40.1: This Agreement shall be effective as of July 1, 2000 and shall expire June 30, 2003.

IV. Other Work Rules

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

b. Union Business Leave

Article XV of the Contract will remain unchanged but will be supplemented by an Agreement between the Brotherhood and the Director of Corrections which will set forth the accountability requirements which conditions the granting of 150 hours per week of union business leave without loss of pay. The Governor will convey to the Director of Corrections written authority to make such agreement consistent with the Contract and state laws.

V. Litigation

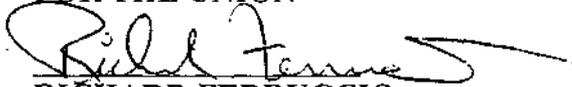
a. Both parties agree not to appeal the Croasdale Interest Arbitration Award

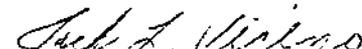
b. The State agrees to withdraw without prejudice its action for Declaratory Judgment, case C.A. No. 98-6030.

c. The State agrees to withdraw with prejudice C.A. No. 00-3948, except that the State has not waived its right to seek indemnification against the Brotherhood or any person involved in civil or criminal misconduct if a third party sues the State other than for reimbursement of costs incurred at the State's request during the strike on July 26, 2000.

DATED: SEPTEMBER 12, 2000

FOR THE UNION


RICHARD FERRUCCIO

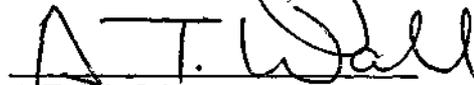

JACK VICINO


RONALD BRODEUR

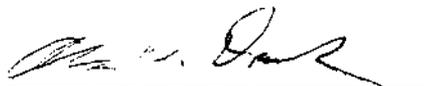

KENNETH RIVARD

FOR THE STATE


ROBERT L. CARL, JR. Ph.D.


A.T. WALL


JOHN J. TURANO


ALLAN W. DRACHMAN

Gerard P. Cobleigh
GERARD P. COBLEIGH

Ellen Evans Alexander
ELLEN EVANS ALEXANDER
George Truman
GEORGE TRUMAN