

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE RHODE ISLAND TURNPIKE**

**AND BRIDGE AUTHORITY**

**and**

**UNITED SERVICE AND ALLIED WORKERS**

**OF RHODE ISLAND**

**July 1, 2014, to June 30, 2017**

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This Agreement entered into as of the 1<sup>st</sup> day of July, 2014, by and between United Service and Allied Workers of Rhode Island, hereinafter referred to as the "Union", and the Rhode Island Turnpike and Bridge Authority, hereinafter referred to as the "Employer" or the "Authority." The parties hereby agree to the following:

#### PURPOSE

It is the purpose of this Agreement to provide a more harmonious and cooperative relationship between the Employer and its employees by providing for procedures that will facilitate free and frequent communication between the Employer and its employees.

By means of this Agreement, therefore, the signatories hereby bind themselves to maintain and improve the high standard of service to the customers of the Employer, and agree further that the high morale and good personnel relations through a stabilized Union relationship are essential to carry out this end.

#### ARTICLE I - RECOGNITION

1.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees in the following classifications: Plaza supervisor; toll collector; collector/supervisor; and maintenance employee, as hereinafter defined.

1.2 The bargaining unit shall exclude the Executive Director; the Director of Toll Plaza Operations; the Deputy Director of Toll Plaza Operations; the Director of Engineering; the Chief of Maintenance; the Chief Financial Officer; the Director of Purchasing, the MIS Director, the Executive Director's secretary; all office clerical employees; and all temporary and/or casual employees as hereinafter defined. The bargaining unit shall include all other employees.

1.3 A plaza supervisor shall be assigned to work the 7:00 A.M. to 3:00 P.M. shift in the Toll Plaza Operations daily.

1.4 The Employer may hire "temporary" or "casual" employees. A "temporary" or "casual" employee is defined as one who is employed on a non-regular or non-recurring basis and/or who is employed on a day-to-day basis or for a specific project, and in the case of a toll collector shall mean any employee other than a full-time collector referred to above. Casual/temporary employees may be utilized by the Employer whenever full-time and part-time employees are not available or when extraordinary circumstances make their employment necessary. The Employer agrees to provide the Union with the names and addresses of all temporary or casual employees who are employed for a specific project, together with the project for which hired and the estimated duration of employment. Temporary and/or casual maintenance employees other than tradesmen and/or craftsmen will not be employed to perform the same duties as full-time maintenance employees covered by this Agreement at wage rates higher than those received by full-time maintenance employees covered by this Agreement. There will be no seasonal casual maintenance employees working for the Employer, except for contractors doing work not normally done by maintenance employees, provided, however, that the Employer may hire seasonal casual maintenance employees to assist the bargaining unit maintenance personnel as deemed necessary by the Authority (the "Seasonal Casual Maintenance" positions).

1.5 The Employer agrees that no employees 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. The

Union agrees that no employees shall be discriminated against, intimidated or coerced in the exercise of their rights under federal or state law.

1.6 The Employer agrees that the Union may appoint one steward to service all bargaining unit employees. The Employer shall be notified by the Union in writing of this appointment and any changes therein.

1.7 Subject to obtaining permission from the departmental supervisor of the steward and the employee involved, a steward may confer during working hours for a reasonable amount of time at the steward's location of work with an employee covered by this Agreement in connection with the investigation and processing of grievances without loss of pay. The departmental supervisor's discretion in granting or refusing such permission shall be exclusive and shall not give rise to a grievance hereunder.

1.8 The Union steward and no more than two (2) other Union members shall be compensated for attending collective bargaining sessions with the Employer as follows: (1) if scheduled to work a shift when a collective bargaining session is taking place, the steward or other Union member shall be paid the same wages he or she would have been paid had the hours worked not included attendance at the collective bargaining session, and (2) if not scheduled to work a shift when a collective bargaining session is taking place, the steward or other Union member shall be granted compensatory time equal to two (2) hours' pay or actual time, whichever is greater, to attend collective bargaining sessions with the Employer.

## ARTICLE II - UNION SECURITY

2.1 Employees in the bargaining unit who are members of the Union as of the effective date of this Agreement, and employees who thereafter become members of

the bargaining unit, shall, after their thirtieth day of employment, as a condition of employment maintain their membership in the Union in good standing for the duration of this Agreement, to the extent of paying the periodic dues and initiation fee uniformly required as a condition of Union membership. The obligation to become a member of, and to maintain good standing in, the Union is defined as the duty to tender periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.

2.2 The Union will accept as members all present and future employees who are covered by this Agreement on the same terms and conditions generally applicable to other members. Whenever the Union shall complain that any employee covered by this Agreement who has become a member of the Union in good standing, has failed to remain a member in good standing during the term of this Agreement, and the Union shall request the discharge of such employee, the Employer and the employee shall be so notified by the Union in writing, and the Employer shall have thirty calendar days following receipt of such notice within which to discharge such employee. If during such thirty-day period the employee shall pay or tender his delinquent dues, the Employer shall not be required to discharge such employee.

In the event the Union fails to notify the Employer and the member or employee as aforesaid within ninety calendar days of the date when the earliest defaulted dues of such member or employee first became due and payable, the Employer shall not be required to dismiss the defaulting member or employee from employment on the ground of failure to pay the required Union dues for any period prior to ninety days preceding notice by the Union.



2.3 The Union shall indemnify and save the Employer harmless against any and all claims, demands and other forms of liability that may arise out of any action taken by the Employer in fulfilling the requirements of this Article II and Article III of this Agreement.

#### ARTICLE III - PAYROLL DEDUCTION

3.1 The Employer shall deduct the Union dues and initiation fee payable by members of the bargaining unit from the wages of those members who have authorized the Employer to do so in writing. The Employer shall forward to the Financial Secretary-Treasurer of the Union, on a monthly basis, the total amount so deducted from the wages of such employees, together with a list of employees from whose wages such deductions have been made.

3.2 If a dues deduction is scheduled to be made during a pay period an employee is on paid vacation, the dues shall be deducted from the employee's vacation pay. All sums so assigned shall be paid by the Employer to the Union during the month in which deducted.

#### ARTICLE IV - MANAGEMENT RIGHTS

Except as specifically prohibited by the terms of this Agreement, the Employer shall retain all the rights, powers, and authority vested in it by law. The Union recognizes and agrees that except as prohibited by this Agreement, the Employer shall be vested with the exclusive authority to manage its business; decide the number and classifications of employees to be employed; the location of work; the machines, tools and equipment to be used; the method and schedules of work; and the right to maintain order and efficiency in its operation; to hire, lay off, assign, transfer and promote



employees; to determine the qualifications of employees; to determine the number and schedule of hours to be worked; to make reasonable rules and regulations, not in conflict with the Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations, and after advance notice thereof to the Union and employees, to require compliance therewith; and the right to discipline and discharge employees for cause.

The Employer shall have all other rights and prerogatives that it had prior to the execution of this Agreement, subject only to express restrictions on such rights as are provided by this Agreement.

In the event that any substantial changes are contemplated by the Employer in its method of operation during the term of this Agreement and such contemplated changes would affect bargaining unit employees, the Employer agrees to afford the Union the opportunity to fully discuss such changes.

#### ARTICLE V - HOURS OF WORK

5.1 The normal work week for payroll purposes shall consist of forty (40) hours, made up of five (5) eight-hour days in any seven (7) calendar day period commencing at 12:01 A.M. on Sunday, exclusive of a one-half (½) hour unpaid lunch period for all full-time employees except maintenance employees. The normal work week for payroll purposes for maintenance employees shall be the same as above except that maintenance employees shall not be scheduled to work on Saturdays or Sundays as part of their normal schedule.

Work shifts, starting and quitting times shall be scheduled by the Employer and any changes shall be discussed with the Union before implementation.

5.2 Subject to the approval of the Director of Toll Plaza Operations, an employee may exchange shift assignments by mutual agreement with another employee who is scheduled to work the same day in the same classification and work location, provided that it would not create overtime or any other additional cost to the Employer and provided further that approval shall not be unreasonably withheld. The exchanging of days off is not permitted.

5.3.1 Permanent shift assignments for full-time toll collectors and collector/supervisors will be posted on the first Monday in December of each year and shall remain posted through the fifteenth day thereafter (the "Posting Period"). During the Posting Period, toll collectors and collector/supervisors may submit to the Director of Toll Plaza Operations their preferred shift assignments, in order of preference. The shifts will be assigned within each classification by seniority and the assignments will take effect as of the first schedule posted for January of the following year. If an employee does not submit his or her shift assignment preferences within the time allowed, then all other shift assignments shall be made, and that employee shall then be assigned any shift still available without regard to seniority.

5.3.2 Permanent shift assignments for Plaza supervisors will be posted within thirty (30) days after the next supervisor position is filled and thereafter on the first Monday in December of each year and shall remain posted through the fifteenth day thereafter (the "Posting Period"). During the Posting Period, supervisors may submit to the Director of Toll Plaza Operations their preferred shift assignments, in order of preference. The shifts will be assigned within each classification by seniority and the assignments will take effect as of the first schedule posted for January of the following

year. If an employee does not submit his or her shift assignment preferences within the time allowed, then all other shift assignments shall be made, and that employee shall then be assigned any shift still available without regard to seniority.

5.3.3 Shift assignments will remain in effect until the following January, provided, however, that if, due to a material change in toll collection procedures, the Employer needs to implement a schedule change, the Employer shall have the right to do so once during each contract year, and permanent shifts for the new schedule will be re-posted and assigned in accordance with the terms of this Article 5.3.

5.4 All employees working the 11/7 shift when the clocks are set back one (1) hour to Eastern Standard Time shall receive nine (9) hours' pay at straight time. Any employee who uses sick leave, vacation leave or a paid personal day during this shift will receive only eight (8) hours' pay. All employees working the 11/7 shift when the clocks are set ahead one (1) hour to Eastern Daylight Time shall receive seven (7) hours' pay at straight time. Any employee who works this shift shall have the option to use one (1) hour of compensatory, personal or vacation leave during the shift, at his or her option. Any employee who uses sick leave, vacation leave or a paid personal day during this shift will receive only seven (7) hours' pay.

5.5 Overtime at the rate of time and one-half the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) hours per week or eight (8) hours per day, but there shall be no pyramiding of overtime compensation.

5.5.1 Toll collectors who work two complete shifts consecutively shall receive time and one-half (1.5) times their regular rate for the second shift hours whether or not the two shifts are worked in the same calendar day, provided, however, that if a Toll

collector works a special shift and then a regular shift with a break of at least thirty (30) minutes between them, RITBA shall have no obligation to pay overtime for the hours of the regular shift unless otherwise provided for in this Agreement. For purposes of this provision, a "special shift" shall be defined as a shift other than the regularly-scheduled shifts referred to as the 7-3; the 3-11; and the 11-7.

5.5.2 Partial shifts scheduled as shifts of at least five (5) hours in duration shall be deemed "complete" shifts for purposes of Article 5.5.1, provided, however, that overtime at the rate of 1.5 times the employee's regular rate of pay shall be paid only after the employee has performed eight (8) hours of work. (Example: An employee who works a 5-hour partial shift and an 8-hour shift consecutively shall be paid overtime after the third hour of the 8-hour shift.)

5.6 Under no circumstances shall hours paid for but not worked be calculated as hours worked for purposes of computing overtime compensation, except for holiday hours for full-time employees scheduled to work on the holiday and hours paid but not worked pursuant to Section 14.1 hereof due to a death in the employee's immediate family.

5.7 Whenever a supervisor, collector/supervisor or full-time toll collector is on a leave of absence, paid or unpaid, for a month or more, because of illness or injury, FMLA leave, or sickness of any kind, or for any other type of leave of absence, including military, personal, or paid or unpaid vacation, the Employer shall transfer the most senior employee within the appropriate classification to fulfill the schedule requirements. Whenever a maintenance employee is on a leave of absence, paid or unpaid, for a month or more because of illness or injury or military duty, the Employer shall transfer

the most senior employee within the appropriate classification to fulfill the schedule requirements. A part-time employee temporarily transferred to any vacant position pursuant to the terms of this section shall not receive health benefits and/or any other benefit received or accrued by full-time employees.

5.8 The number of hours worked on a day or night shift period will be worked continuously, with the exception of the meal period.

5.9 The present practice with respect to wash-up for maintenance employees shall continue in full force for the duration of this Agreement.

5.10 Overtime opportunity will be offered to employees within classification and work location by seniority on a rotating basis and in accordance with the "Memorandum of Agreement (Article 5.10 – Vacant Shifts – Call List)" dated May 2011, a copy of which is attached hereto and incorporated herein as Exhibit A. Collector/supervisors shall be given the option to elect whether to be placed on the collector or supervisor overtime list. This option will be offered to collector/supervisors at the start of each calendar year and will remain in effect for one year.

Each year, no more than three (3) full-time employees, by seniority, shall be permitted to notify the Employer, in writing, between June 15<sup>th</sup> and June 25<sup>th</sup>, that they do not wish to be contacted by the Employer during the following contract year to work available overtime shifts. Both the Union and the Employer acknowledge that the preceding provision shall not prevent the Employer from requiring any employee (regardless of whether the employee has notified the Employer that she or he does not wish to be contacted to be offered the opportunity to voluntarily work overtime) to work overtime involuntarily as the Employer may deem necessary in its sole discretion.

5.11 Supervisors by seniority shall be offered the 7A.M. - 3P.M. shift, if available, provided that it would not create overtime or require changing a collector/supervisor's shift.

5.12 Certain operational issues related to staffing and minimizing difficulties in filling holiday and other shifts shall be addressed as follows:

**1. Holiday Call Lists for Supervisors, Collector/Supervisors, and Collectors.** For each holiday, RITBA will create the following:

(A) A "Holiday Call List" in the form attached hereto as Exhibit B-1. The Holiday Call List shall consist of a series of sign-up sheets for each of the holidays, with deadlines for each holiday indicated on each sign-up sheet. Operations personnel shall sign up on each "Holiday Call List" to indicate that they DO want to be scheduled/called for holiday hours. Employees who do NOT put their names on the Holiday Lists will NOT be considered eligible to participate in the holiday call list process. Employees who put their names on the "Holiday Request List" described in Article 13.5 may NOT also sign up on the Holiday Call List for the same holiday.

Both the Union and the Employer acknowledge that the preceding provision shall not prevent the Employer from requiring any employee (regardless of whether the employee has notified the Employer that she or he does not wish to be contacted to be offered the opportunity to voluntarily work holiday overtime) to work overtime involuntarily as the Employer may deem necessary in its sole discretion. (This provision is intended to govern how



employees will be scheduled/called in to work holiday hours as needed, whereas Article 13.5 is intended to govern how employees will request holidays off.)

(B) A "Holiday Call List – Next To Be Called" in the form attached hereto as Exhibit B-2. Using the "Holiday Call List" referenced in subsection A of this Article, RITBA will prepare the Holiday Call List – Next To Be Called, with separate sections for collectors and supervisors. Collector/supervisors shall have the option of electing whether to be included in the collector or supervisor section of the Next To Be Called List. This option will be offered to collector/supervisors at the start of each calendar year and will remain in effect for one year. Employee names shall be ordered on the Next To Be Called List according to overall seniority, and each list shall rotate, with the name of the selected employee going to the bottom of the list.

**2. Interim Collector/Supervisor.** RITBA will post a sign-up sheet for full-time interested in becoming trained to serve in the position of "Interim Collector/Supervisor." Collector(s) who sign up shall then be trained to serve in the position of collector/supervisor on holidays, at the discretion of RITBA, when neither a supervisor nor a collector/supervisor is available to work a particular shift. The position of Interim Collector/Supervisor shall not be considered a separate classification for purposes of seniority, as defined in the CBA, or for any other purpose. A collector serving as Interim Collector/Supervisor shall be paid at a collector/supervisor's rate of pay for all hours worked as the Interim Collector/Supervisor and shall accrue seniority as a collector/supervisor when working in that position.



3. **Collector/Supervisor Shifts.** The CBA expressly includes among management rights the right to make staffing and scheduling decisions. Without waiving or otherwise relinquishing or affecting those rights, and in the interest of minimizing the difficulties encountered in filling vacant supervisor shifts, RITBA will schedule a collector/supervisor, instead of a collector, to work the 3 – 11 and the 11 – 7 shifts.

#### ARTICLE VI - WAGES

6.1 The hourly wage rate for all full-time employees in the classifications of plaza supervisor; maintenance employee; collector/supervisor; collector/maintenance employee; and full-time toll collector, shall be increased by two percent (2.00%) effective as of, and retroactive to, July 1, 2014, and shall then be as follows:

##### Hourly Rates

Plaza Supervisor	\$25.95
Maintenance Employee	\$25.95
Collector/Supervisor	\$24.62
Full-Time Collector	\$24.05

Effective July 1, 2015, said employees shall receive a wage increase of two (2%) percent. Effective July 1, 2016, said employees shall receive a wage increase of two percent (2%).

#### ARTICLE VII - PART-TIME TOLL COLLECTORS - DELETED

This Article has been deleted in its entirety. In the event the Employer offers part-time collector positions in the future, the positions shall constitute bargaining unit positions.

## ARTICLE VIII - VACATIONS

8.1 Full-time employees shall accrue paid vacation time in accordance with the following schedule:

<u>Number of Annual Hours</u>	<u>Period of Continuous Service</u>
40	Upon completing first six (6) months
40	Upon completing second six (6) months
80	Two (2) years
120	Five (5) years
160	Ten (10) years
176	Fifteen (15) years
200	Twenty (20) years

8.2 Earned vacations may be taken in periods up to and including fifteen (15) consecutive work days. Periods in excess of this may only be taken by mutual agreement.

8.3 Vacation days will be allowed to accrue to a limit of sixty (60) days. Accrued vacation days over sixty (60) shall be paid out on or around the employee's anniversary date.

8.4 Employees must apply for vacation time with as much advance notice as possible, and in any event, prior to the posting of the affected work schedule. Vacation time may only be taken as scheduled by the Employer.

8.5 During the first six (6) months of continuing absence due to illness or injury, an employee will continue to accrue vacation entitlement, provided the employee is on sick leave.

8.6 Accrued vacation and sick leave time, respectively, shall be set forth on each employee's paystub.

8.7 Vacation and/or sick leave pay due to an employee pursuant to this Agreement shall, promptly after thirty (30) days from the date of the death of the employee, be paid, in order of preference, to:

- (1) The surviving spouse;
- (2) Children eighteen (18) years of age or older in equal shares;
- (3) Parents, or the survivor of them;
- (4) Siblings in equal shares; or
- (5) The person who has paid the funeral bill of the deceased

employee.

Provided, however, that if the Employer has actual notice of the appointment of a fiduciary to administer the deceased employee's estate, then the vacation and/or sick leave pay shall be paid to the appointed fiduciary upon receipt by the Employer of a certified copy of the fiduciary's certificate of appointment.

#### ARTICLE IX - SICK LEAVE and PERSONAL DAY

9.1 Full-time employees, after completing their probationary period, shall be entitled to accrue one and one-half (1.5) days of paid sick leave per month and shall be allowed to accumulate such leave to a maximum of two hundred (200) days.

9.1.1 Any employee who intends to use her or his accrued sick leave must notify the Employer, either in person or by telephone, of that intention at least four (4) hours prior to the start of the shift for which the employee intends to use the leave, unless the reason for the leave constitutes a Medical Emergency. For purposes of this section, a Medical Emergency is defined as any sudden, unexpected physical injury or ailment that requires treatment by a licensed medical professional. An employee who is

required to be absent from all or part of a shift due to a Medical Emergency may be required by the employee's supervisor to provide the Employer with satisfactory documentation of the Medical Emergency from the treating medical professional.

9.2 It is agreed that the Employer may require any employee to present a physician's certificate of illness as a condition upon the receipt of sick pay in cases of suspected abuse of sick leave benefits or in cases of sick leave lasting three (3) days or more.

9.3 Any full-time employee who retires and receives benefits under the retirement plan referred to in Article XII of this Agreement or dies, shall be entitled to compensation, at the employee's then regular straight-time hourly rate, for fifty percent (50%) of all accumulated sick leave, payable when the employee begins receiving benefits under the retirement plan or in accordance with Section 8.7 of this Agreement. Any full-time employee whose termination of employment is either voluntary or non-disciplinary shall be entitled to compensation, at his or her then regular straight-time hourly rate, for twenty five percent (25%) of all accumulated sick leave, payable to the employee or in accordance with Section 8.7 of this Agreement.

9.4 Any full-time employee who uses less than eight (8) days of sick leave during a fiscal year shall be granted a paid personal day as of July 1 of the following fiscal year to be taken during that fiscal year by mutual agreement between management and the employee.

9.5 Whenever an employee shall be absent from work due to illness or injury and has applied to receive compensation pursuant to the Worker's Compensation laws, the employee shall be entitled to use his or her available sick leave, if any, for the first

week of leave in accordance with the terms of this Agreement. If the employee's application for Worker's Compensation benefits is granted, the Employer shall credit back to the employee all sick leave used by the employee during the first week of absence, and the employee shall pay back to the Employer an amount equal to the Worker's Compensation benefits received for the first week of leave.

9.6 There shall be a sick leave bank into which bargaining unit employees may deposit sick days. All sick days up to a maximum of sixty (60) which would otherwise be forfeited by the terms of this Collective Bargaining Agreement beginning July 1, 1999, shall, automatically and without notice to the employees, be deposited into the bank as those sick days become due to be forfeited. In addition, during the month of January of the year 2000 and each year thereafter, each full-time employee shall have the option of depositing one sick day, and each part-time employee shall have the option of depositing one-half (.5) of one day, into the bank.

An employee who has contributed to the bank may make application to the bank to receive sick leave at the rate of no more than forty (40) hours per week for full-time employees and no more than twenty (20) hours per week for part-time employees, to be used while the employee is on an otherwise unpaid leave of absence from work due to a serious health condition, as defined in the federal Family and Medical Leave Act of 1993 and regulations promulgated pursuant thereto. Application to the bank for sick leave shall be made by submitting a confidential written request to the Labor/Management Sick Leave Bank Committee, comprised of two (2) members of the Union, the Executive Director of the Turnpike and Bridge Authority, and the Chairman of the Board of Directors. The application shall identify the serious health condition that is



preventing the employee from working and shall be accompanied by medical certification of both the condition and the employee's inability to work. The application shall also set forth the amount of leave for which the employee is applying.

The Sick Leave Bank Committee will gather data, interview the employee if needed and render a decision, which shall be final and not subject to the grievance procedure or otherwise arbitrable or appealable. The Committee shall have the right to grant the employee an amount of sick leave that is less than what the employee has requested.

Only an employee who has donated a minimum of one (1) day in the current year to the Sick Leave Bank, in the case of full-time employees, or one-half (.5) of one day, in the case of part-time employees, may request leave from the bank. An employee who uses sick leave from the bank must thereafter repay to the bank an amount of sick leave equal to the leave received from the bank before the employee may again make application to the bank. Repayment shall be at the rate of one-half (.5) of one day per month for full-time employees and three (3) days per year for part-time employees.

The Executive Director will retain the official record of the Sick Leave Bank, and will provide a statement to the Union concerning the balance in the Sick Leave Bank in January and July of each year.

#### ARTICLE X - SENIORITY

10.1 All new employees shall have probationary status for a period of six (6) calendar months following initial entry into the bargaining unit during which time the Employer may terminate such employees at its sole discretion and such termination probationary period for new employees who have worked at least one hundred (100)

hours during the previous twelve (12) months shall be three (3) calendar months following entry into the bargaining unit.

10.1.1 Any employee who transfers to a new position will be subject to a probationary period for the first six months (6) months that he or she occupies (or re-occupies) that position. If, at the conclusion of the probationary period, the Employer determines that the employee has not performed satisfactorily during his or her probationary period, the employee shall be notified of that determination in writing and shall be returned to the position occupied prior to the transfer.

10.2 Seniority is defined as length of continuous service with the Employer, and shall apply within classifications for purposes of transfer, days off, vacations, and holidays, shift preference, work assignments, including lane monitoring assignments, layoff and recall, provided, however, that overall seniority shall apply for purposes of layoffs related to the implementation of E-Z Pass or another automated toll collection system. Seniority shall apply in cases of promotional opportunities, provided the qualifications of affected employees are equal.

10.2.1 Notwithstanding the terms of Section 10.2, all employees applying for vacancies within the maintenance department shall be required to submit to one or more interviews to be conducted by the Chief of Maintenance, the Director of Engineering and/or the Executive Director or the Executive Director's designee. The purpose of the interview shall be to determine the qualifications of the employee to perform the functions and duties of the position, as outlined in Exhibit C.

Notwithstanding the terms of Section 10.1.1, an employee who transfers to a position within the maintenance department will be subject to a probationary period for



the first thirty (30) working days that he or she occupies (or re-occupies) that position. The duration of the probationary period for any such employee may be extended at the discretion of the Employer if the Employer determines that a longer period is needed to adequately evaluate the performance of the employee in the maintenance position. If, at the conclusion of the probationary period, the Employer determines that the employee has not performed satisfactorily during his or her probationary period, the employee shall be notified of that determination in writing and shall be returned to the position occupied prior to the transfer.

10.3 Seniority shall accumulate only during periods of active work, holidays, vacations, and other fully paid leaves, and for the period of any unpaid leave of absence granted pursuant to Section 15.1A. of this Agreement.

10.4 Employees shall lose seniority in the following circumstances:

1. Upon voluntary termination of employment.
2. Upon discharge for just cause.
3. Upon their refusal or failure to accept and report to work within two (2) calendar weeks after notice of recall from layoff.
4. Upon the expiration of a continuous period of layoff of one (1) year.

10.5 All employees in the employ of the Employer on the date of the signing of this Agreement shall be considered as employed in the Job Classification in which they are working on that date. Job Classification seniority of any employee commencing work in any job classification on or after the date hereof shall be based solely on the employee's length of service in said job classification. The job classifications are maintenance employee, toll collector, plaza supervisor, and collector/supervisor.

10.6 Every employee who is classified as plaza supervisor, collector/supervisor or maintenance employee shall be considered to have seniority in the toll collector classification as of her or his date of hire as a full-time employee. An employee, however, may use such seniority as a toll collector only in the event that the employee becomes medically unable to perform the duties of her or his position as plaza supervisor, collector/supervisor or maintenance employee and yet remains medically able to perform the duties of a toll collector. Any employee who transfers to a collector position based upon seniority accrued pursuant to this Section 10.6 will be subject to a probationary period for the first six (6) calendar months that she or he occupies (or re-occupies) the collector position.

10.7 An employee transferred from one job classification to another at the direction of the Employer, or at his or her own request, shall retain in the job classification from which he or she was transferred the seniority he or she had attained up to the time of transfer. Except in the case of a transfer of an employee from a job which is abolished by the Employer, the employee shall have seniority in the job classification to which he or she is transferred only from the date he or she began work therein; and in the event of a layoff in the last mentioned job classification he or she shall have the privilege of returning to the job classification from which he or she was transferred with seniority as if the original transfer had not been made. The transfer of an employee from a job which has been abolished to another job classification shall be without loss of seniority.

10.8 A registered letter mailed to the employee's last known mailing address will constitute reasonable effort by the Employer to recall employees from layoff.

10.9 Any employee shall be considered resigned if the employee fails to appear for work for five (5) consecutive days after being notified work is available. This would be excepted if the employee is incapacitated and so notifies the Employer.

10.10 The Employer shall provide the Union with a seniority list of all employees, including date of hire, wage rate, and seniority accrued through part-time employment.

#### ARTICLE XI - HEALTH BENEFITS

11.1 The Employer shall make available to all full-time employees and their eligible dependents a group health care plan. A summary of the terms of the coverage provided by the Employer as of July 1, 2014, is attached to this Agreement as **Exhibit D**. The Employer retains the sole and exclusive right to select and/or change the plan, administrator or provider of the medical coverage offered, provided, however, that if the Employer elects to change health plan, administrator and/or provider, the Employer shall be required to make available to all full-time employees equivalent coverage. In the event that the Employer changes the medical plan, administrator and/or provider and there is a dispute regarding the level of benefits or services provided under the new coverage, the Union may present a grievance regarding that dispute pursuant to XIX of this Agreement.

11.2 The Employer shall make available to all full-time employees and their eligible dependents a group dental plan. A summary of the terms of the coverage provided by the Employer as of July 1, 2014, is attached to this Agreement as **Exhibit E**. The Employer retains the sole and exclusive right to select and/or change the plan, administrator or provider of the dental coverage provided, however, that if the Employer elects to change the dental plan, administrator and/or provider, the Employer

shall be required to make available to all full-time employees equivalent coverage. In the event that the Employer changes the dental plan, administrator and/or provider and there is a dispute regarding the level of benefits or services provided under the new coverage, the Union may present a grievance regarding that dispute pursuant to XIX of this Agreement.

11.3 Employees shall contribute by payroll deductions twenty percent (20%) of the annualized total premium, including the deductible amounts paid out by the Authority pursuant to the terms of the health care plan, including health, dental, and vision care (sometimes referred to as the "working rate"), subject to the following annual caps:

Individual Coverage	Cap of \$2,200
Individual/Spouse Coverage	Cap of \$4,000
Individual/Child(ren)	Cap of \$4,000
Family Coverage	Cap of \$4,800

Employees with individual coverage shall pay the first \$250 of the deductible applicable to the group plan annually, beginning January 1, 2015. Employees with individual/spouse, individual/child, or family coverage shall pay the first \$500 of the deductible applicable to the group plan annually, beginning January 1, 2015.

During the term of this Agreement, RITBA shall cover prescription drugs included in the health plan by means of a debit card or other means deemed appropriate by RITBA, up to the following limits: \$225 for the individual plan; \$450 for the individual plus one plan; \$450 for the individual/children plan; and \$565 for the family plan. The working rate will be calculated annually based on the 12-month period beginning December 1<sup>st</sup> and ending November 30th, and communicated to the Union during the month of December each year.

The Employer and the Union have agreed to integrate preventative and wellness behaviors into the group health care coverage program by offering credits toward employee premium contributions or cash incentives, at the employee's option, to employees who participate in the group health plan and who take certain measures designed to prevent illness/injury and promote wellness, as set forth on the attached Exhibit F (the "Wellness Incentive Program"). Incentives paid in cash shall be subject to regular withholdings but shall not be considered compensation for purposes of establishing base rate, overtime rate, or retirement plan contributions. Health plan participants shall receive credit under the Wellness Incentive Program for measures taken by them and their dependents since July 1, 2014, and the Employer, the Union, and the health care provider shall work together to take appropriate steps to ensure the confidentiality of health care information.

10.4 A full-time employee eligible to receive individual/spouse or family medical coverage but who elects only to receive individual coverage will receive \$1,560 annually. A full-time employee who does not participate in the Employer's group medical or dental plans will receive \$1,560 annually if the employee is eligible for individual coverage; \$2,080 annually if the employee is eligible for individual/spouse coverage; \$2,080 annually if the employee is eligible for employee/child(ren) coverage; and \$2,600 annually if the employee is eligible for family coverage.

#### ARTICLE XII - RETIREMENT/LIFE INSURANCE

12.1 The parties agree that the retirement plan in effect at the time of execution of this Agreement shall remain in effect for the duration of this Agreement. Each year, the Employer will contribute to the retirement plan on behalf of each participating

employee a matching contribution equal to 100% of the amount of the salary reduction that the particular employee elects to defer (up to 5% of the employee's compensation), plus a discretionary amount determined each year by the Employer, all as set forth in the Summary Plan Description, as amended. The Authority shall promptly request that the trustees of the retirement plan consider amending the plan to render employees eligible to defer income into the plan upon completing six (6) months of employment in an eligible classification, provided, however, that eligibility to receive employer matching and/or discretionary contributions shall remain as currently set forth in the plan.

12.2 Full vacation benefits for the calendar year of retirement will be granted to the extent of earned and not taken.

12.3 All bargaining unit employees who are participants in the retirement plan shall be provided with group life insurance in an amount equal to twice their annual straight time wage rate at the time of death, provided they meet the eligibility requirements set by the Employer's life insurance carrier.

#### ARTICLE XIII - HOLIDAYS

13.1 The following days shall be recognized as Holidays for which each full-time employee shall be paid eight (8) hours pay at straight-time rates:

New Year's Day	Labor Day
George Washington's Birthday	Columbus Day
Martin Luther King's Birthday	Veterans' Day
Memorial Day	Election Day
Independence Day	Thanksgiving Day
Victory Day	Christmas Day

Additionally, any day designated in the future as a holiday by the Government, Governor or the General Assembly shall be considered as such for the purpose of this



Agreement. Election Day shall be defined as any day on which an election of State or Federal officers is held, excepting those days of "Special Election."

13.2 Full-time employees covered by this Agreement shall be paid one (1) day's pay at straight-time rates for each of the aforementioned days as holiday pay if it falls on their day off.

13.3 A full-time employee who is assigned to work on a day when the holiday is observed shall, in addition to holiday pay, be paid for all hours worked at time and one-half his hourly rate.

13.4 No personnel, unless scheduled to do so, may work any holiday, or the day that is observed without prior approval of their department head. When a holiday occurs during the vacation period of a full-time employee, he shall be entitled to an additional day off. This may be taken in conjunction with the employee's vacation or at such time that is acceptable to both employee and the supervisor.

13.5 Full-time operations personnel, including plaza supervisors, collector/supervisors and toll collectors, who wish to request a holiday as a day off shall adhere to the following procedures:

Requests shall be made by the employee's placing his or her name on a "holiday off request list" to be posted by the Authority (the "Holiday Request List"). The Holiday Request List shall consist of a series of sign-up sheets posted in December of each year, with deadlines for each holiday indicated on each sign-up sheet. Employees shall have until fifteen (15) days prior to the start of the next schedule to sign for holidays in that schedule. The Employer will notify each requesting employee



within five (5) days after the sign-up deadline whether or not the employee's request can be granted, in accordance with the seniority provisions of this Agreement.

13.6 An employee who works on a holiday that falls on the employee's regular day off shall have the option of receiving compensatory time in lieu of cash wages for the holiday hours worked, provided, however, that the employee must give notice of the election to receive compensatory time within twenty-four (24) hours after the holiday hours worked; otherwise, compensation for the holiday hours worked will be included as cash wages in the employee's next regular paycheck. Discharge of compensatory time must be pre-approved by RITBA, in its sole discretion, and approval will not be granted if the requested compensatory time off would cause RITBA to incur overtime.

13.7 Notwithstanding the foregoing, if an employee is scheduled to work on a holiday or on a day when the holiday is observed and then does not work the scheduled shift due to illness, the Employer may require a doctor's note within seventy-two (72) hours documenting the employee's inability to work due to illness.

#### ARTICLE XIV - OTHER PAID LEAVES

14.1 Family Deaths - In the event of the death of the mother, mother-in-law, father, father-in-law, spouse, child, step-child, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law or grandchild of an employee, said employee shall be entitled to a leave of absence from the day of death and continuing through the day of the funeral, but not to exceed three (3) working days, with regular straight-time pay for all regularly-scheduled hours of work within said period. If an employee is entitled, pursuant to the forgoing provision, to a leave of

absence due to the death of a relative whose funeral is held outside a radius of seventy-five (75) miles from the Employer's principal place of business and the employee attends the funeral, the employee shall be granted an additional two (2) working days of leave, for a total leave not to exceed five (5) working days.

14.2 Jury Duty - A full-time employee who is required to serve as a juror shall receive the difference between his compensation as a juror and his regular straight-time pay for all scheduled hours of work opportunity lost as a result of such service, provided the employee furnishes the Employer with evidence of earnings from the clerk of the court wherein the employee served as a juror. Scheduled hours of work opportunity shall mean the shift on which the employee would have worked on the calendar day on which jury duty is required.

14.3 Military Service Leave

i. Every employee who is required to be absent from her or his position with the Authority because she or he has been involuntarily required to report for any military service by the appropriate authority is entitled to be restored to her or his previous position, or a similar position in the same status, provided that she or he remains qualified for the position, at the conclusion of the military service.

ii. A full-time employee who is required to be absent from her or his position with the Authority because she or he has been involuntarily required to report for any military service by the appropriate authority shall, for the first one hundred and eighty (180) days of her or his military service, be paid by the Authority the difference between the amount of the salary that he or she earned from the Authority immediately prior to the leave and her or his military base pay. Such an employee shall also

continue to accrue, for the one hundred and eighty (180) day period in which she or he continues to be paid her or his salary by the Authority, such sick leave and annual leave credits as she or he otherwise would have accrued while working in her or his position with the Authority. While the employee is on active duty, the dependents of such an employee shall be eligible to continue to receive medical and dental insurance coverage from the Authority for a period of up to one (1) year from the beginning of the employee's leave, pursuant to the same terms that were in effect immediately before the employee was required to report for military service. In order to be eligible for all of the foregoing benefits, the employee must provide the Authority with a copy of an order, issued by the proper authority, directing her or him to report for active duty during the period during which the employee is required to be absent from her or his position with the Authority.

14.4. Military Training Leave. A full-time employee who has worked for the Authority for at least one hundred eighty (180) days and who is required to be absent from her or his position with the Authority due to military training shall continue to receive her or his normal pay, vacation, sick leave, bonus, advancement and other advantages of her or his employment for which she or he would otherwise be eligible for up to fifteen (15) working days on which she or he is required to be absent in each calendar year. An employee who is required to be absent for more than fifteen (15) working days in a calendar year shall be granted leave without pay or other benefits for the duration of her or his absence. The term "training activities" as used in this section shall not include weekly drill nights or similar drill periods lasting less than one day or a training period voluntarily engaged in by the employee beyond the training period

required generally of the members of the respective branch of the armed service of which the employee is a member. In order to be eligible for all of the foregoing benefits, the employee must provide the Authority with a copy of an order, issued by the proper authority, directing her or him to report for military training during the period during which the employee is required to be absent from her or his position with the Authority.

#### ARTICLE XV - UNPAID LEAVES

15.1 Regular full-time employees covered by this Agreement shall be eligible for unpaid leaves as follows:

A. Parental and other Family or Medical Leaves of Absence.

1. Parental Leave. Parental leave shall be available to all regular employees in a position covered by this Agreement. While an employee may take maternity leave at any time after a diagnosis of her pregnancy by her treating physician is confirmed in writing, the Employer may require written certification from her treating physicians as to how long the employee may continue her regular work. An employee may take parental leave at any time within one year of the child's birth, unless the employee qualifies for leave prior to that time pursuant to the Employer's Parental, Family and Medical Leave policy. All requests for parental leaves of absence shall be made in writing by the employee to her or his immediate supervisor, at least one month prior to the desired commencement of the leave, if possible, and shall indicate the approximate date of return. Parental leave will be granted for a period not to exceed six (6) months. However, an employee on parental leave may request an extension of such leave for an additional six (6) months for medical reasons, and the Employer may

require written certification from her or his treating physician as to such medical reasons.

2. Family and Medical Leave. Employees shall have the right to take unpaid leave for certain family and medical reasons in accordance with the federal Family and Medical Leave Act of 1993 and the Rhode Island Parental and Family Medical Leave Act. The Employer shall promulgate a policy specifying the procedures that employees must follow to take family or medical leave. The policy shall require that all requests for such leave be made in writing at least one (1) month prior to the desired commencement of the leave, if possible, and that the employee indicate the approximate date of return. Such leaves may be granted for a period of up to six (6) months. However, an employee on leave may request an extension of such leave for an additional six (6) months for medical reasons and the Employer may require written certification from her or his treating physician as to such medical reasons.

B. Union Business. At the request of the Union the Employer shall grant either an officer of the Union, or a duly elected or appointed representative of the Union, not to exceed one (1) employee at any one time, a leave of absence without pay for a period not to exceed one (1) year or the period of elected office, whichever is shorter, provided such leave will not interfere with the operations covered by this Agreement. The purpose of this leave is to permit the representative to work for the International District Council and/or the Local Union on Union Business. During the period of such leave of absence the employee will not accrue seniority nor will the Employer have any obligation for continuation of benefits as specified elsewhere in this Agreement. Such leave may be extended upon written request thirty (30) days prior to termination thereof.

15.2. Except as required by law, employees on unpaid leaves of absence shall not be entitled to any fringe benefits or accrual of fringe benefits of any kind during the term of the leave. However, employees on unpaid leaves of absence may continue to participate in the group dental plan at their individual expense. Employees on workers' compensation shall be allowed to accrue vacation benefits and sick leave for a maximum total period of thirteen (13) weeks during the employee's anniversary year.

#### ARTICLE XVI - UNIFORMS

Uniforms required by the Employer to be worn by employees shall be supplied and cleaned weekly by the Employer. Shoes will be provided by the employees, provided, however, that each employee shall have the option annually of declining new uniform clothing and instead purchasing and being reimbursed no more than one hundred dollars (\$100) for work boots pre-approved by RITBA, as workplace-appropriate. The reimbursement amount shall not be treated either as taxable wages or income to the employee.

#### ARTICLE XVII - EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree there will be no discrimination against any employee because of race, religion, color, country of ancestral origin, age, disability, sex, sexual orientation, gender identity or expression. The aforesaid provisions shall include the following: upgrading, demotion or transfer, layoff or termination.

#### ARTICLE XVIII - VACANCIES - POSTING

The Employer agrees that in the event a vacancy in any bargaining unit position becomes available for any reason and the Employer decides to fill such vacancy, the position to be filled shall be posted for a five (5) day period and all bargaining unit



members shall have the opportunity to apply and be considered for the position. Applications must be made during the posting period. The position shall be filled within a reasonable period of time.

#### ARTICLE XIX - GRIEVANCE PROCEDURE

19.1 For the purposes of this Agreement, the term "grievance" means any difference or dispute between the Employer and the Union with respect to the interpretation, application or violation of any of the provisions of this Agreement.

19.2 There shall be a grievance procedure as follows:

A. A grievance shall be presented by the Union within five working days of the employee's knowledge of the occurrence of such grievance.

B. After a grievance is presented, an aggrieved employee shall discuss her or his problem with her or his Union representative and the head of her or his department, who shall attempt to settle the problem within one (1) working day,

C. If the grievance is still not resolved according to Section (B) above, it shall be reduced to writing and the Executive Director or his designee shall grant an immediate hearing to the aggrieved employee and/or the Union Committee and shall render a decision in writing to the Union and, if applicable, the aggrieved employee within three (3) working days after the hearing. Extensions may be had by mutual agreement.

D. If the grievance is not resolved according to Section (C) above, it shall be submitted to the Chairman of the Authority who shall grant an immediate hearing to the aggrieved employee and/or the Union Committee. The Employer shall render a decision in writing to the Union and, if applicable, the aggrieved employee



within five (5) working days after the hearing. Extensions may be had by mutual agreement.

E. In the event the grievance is not settled in a manner satisfactory to the Union, then such grievance may be submitted to arbitration in the manner provided herein. Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure.

The Employer, on request, will produce payroll and other records, as necessary. Employees called by the Employer as witnesses at grievance hearings will be paid at their regular rate up to their normal quitting time, for time spent in processing grievances. Except as provided in this Agreement, Union employee attendance at grievance hearings is not limited but shall be without compensation. The Union representative or his designee, will have the right to assist the aggrieved employee at any step of the grievance procedure. The Union shall have the right to be present at all grievance meetings, in the person of a Steward or Union officer.

F. It is also agreed that in all cases of dismissal the Union Committee may proceed immediately to Section 19.1(C) of the grievance procedure. It is further agreed that either party may submit a grievance to each other and proceed immediately to 19.1(D) above.

G. The time limits set forth above and in Article XX hereof are mandatory and failure to comply therewith shall mean that the grievance no longer exists. If the Employer fails to comply with the time limits set forth above, the grievance shall be deemed denied at that step of the grievance procedure and the Union shall have the right to proceed to the next step.

19.3 The Union steward and the aggrieved employee(s) named in a grievance submitted pursuant to the terms of this Agreement, if not scheduled to work at the time of a hearing held pursuant to Subsections C, D or E of this Article, shall be granted compensatory time equal to two (2) hours' pay or actual time, whichever is greater, to attend the hearing. If the Union steward and/or the aggrieved employee(s) are scheduled to work when a hearing is taking place, the steward and/or the aggrieved employee(s) shall be paid the same wages he or she would have been paid had the hours worked not included attendance at the hearing.

#### ARTICLE XX - ARBITRATION

20.1 If a grievance is not settled under Article XIX such grievance shall, at the request of the Union or the Employer, be referred to the American Arbitration Association in accordance with its rules, provided, however, that the Employer shall not be required to arbitrate the subject matter of any grievance or other dispute that is pending before any court or administrative agency. 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. Only grievances arising out of the provisions of this Contract relating to the application or interpretation thereof, may be submitted to arbitration. All submissions to arbitration must be made within two (2) weeks after the grievance procedure decision.

20.2 The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. The arbitrator shall also be without authority to impose upon either party a limitation or obligation not explicitly provided for in this Agreement or to establish, modify or alter any wage rate or wage or benefit structure

contained in this Agreement. Without intending to limit the scope of the forgoing provisions, the arbitrator shall be without the power or authority to issue an award that (i) is violative of or inconsistent with applicable law; (ii) exceeds his or her jurisdiction and authority under applicable law and/or this Agreement; (iii) involves any matter that, by law or the terms of this Agreement, is within the exclusive authority or prerogative of the Employer; or (iv) involves any matter wherein the Employer's decision is final and binding under either the terms of this Agreement or applicable law.

#### ARTICLE XXI - DISCIPLINE AND DISCHARGE

21.1 Except when, in the sole discretion of the Executive Director, the circumstances require immediate action, the Employer shall give reasonable notice to the Union steward of any disciplinary or investigatory meeting with an employee, and the steward shall have the right to be present.

While retaining the discretion to determine what form of discipline is appropriate in each situation, the Employer acknowledges that, generally, the severity of the conduct, misconduct or lack of conduct is an important factor in determining the discipline to be imposed, and that some offenses do not warrant immediate suspension or discharge. Where appropriate, the disciplinary action or measures to be taken shall include, but not be limited to, the following:

1. Oral Warning
2. Written Warning
3. Suspension
4. Discharge

Both oral and written warnings shall be placed in the employee's personnel records. If, after a period of one (1) year for written warnings and six (6) months for oral

warnings, the employee has committed no further infractions, then the reprimand shall be expunged from the employee's personnel records.

21.2 Discipline for Cash Shortages - The following disciplinary procedure shall be applied to employees who have a cash shortage in their collection drawer at the end of a shift:

A "Material Variance," for purposes of this Section 21.2 shall be defined as a shortage or overage of at least five dollars (\$5.00), but less than twenty dollars (\$20.00), per eight-hour shift. However, Acceptable (i.e. excusable) Events will not be considered when calculating the amount of shortage or overage.

An "Excessive Revenue Variance," for purposes of this Section 21.2 shall be defined as a shortage or overage of twenty dollars (\$20.00) or more per eight-hour shift. However, Acceptable (i.e. excusable) Events will not be considered when calculating the amount of shortage or overage.

#### Disciplinary Procedure

The progressive disciplinary procedure described in Section 21.1 will be applied in any of the following circumstances:

1. three (3) Material Variances in a one-month period;
2. five (5) Material Variances in a three-month period;
3. one (1) Excessive Revenue Variance;
4. a total monthly revenue variance of forty dollars (\$40.00) or more.

### Additional Provisions

Theft of Any Amount - If the Employer reasonably believes that an employee has misappropriated funds, regardless of amount, that employee will be subject to immediate termination and/or referral of the matter for criminal prosecution. An individual so terminated, however, shall have the right to invoke the grievance procedure detailed in Article XIX with respect to her or his termination.

Loss of Money Bag - Any employee who loses her or his money bag may be subject to an immediate suspension, at the sole discretion of the Executive Director, pending the completion a full investigation of the incident.

End of Shift Balance - As soon as practicable after the end of each shift, after the employee has counted her or his revenue and banked the same, the employee will be shown a summary of what sums she or he should have. It is understood that this summary will be subject to verification by the Executive Director within a reasonable period of time. If an employee is informed of a shortage, she or he shall have the opportunity to review the evidence documenting the shortage.

### ARTICLE XXII - NO STRIKES OR LOCKOUTS

The Union and its members will not cause, call or sanction any strikes, work stoppage or slowdown, nor will the Employer lockout its employee during the term of this Agreement. It is agreed that all provisions of this Agreement are binding on each of the individuals covered by this Contract.

#### ARTICLE XXIII - ALTERATION OF AGREEMENT

It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

#### ARTICLE XXIV - SAVINGS CLAUSE

Should any provision of this Agreement, or any application thereof, be unlawful by virtue of any Federal or State law such provision of this Agreement shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

#### ARTICLE XXV - LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Labor-Management Committee consisting of two employees designated by the Union and two Management representatives to address matters of mutual interest and concern other than grievances and/or matters which are subjects of collective bargaining. The Committee shall meet quarterly, provided, however, that at either party's request the Committee shall convene up to two (2) additional meetings per year.

#### ARTICLE XXVI - AUTOMATION/TECHNOLOGICAL CHANGE

If, during the term of this Agreement, the Employer implements any technological change in its toll collection system that results in the elimination of any toll collection positions in the Employer's Operations Division ("Operations"), the Employer shall convert certain of the "casual" positions existing elsewhere within the Employer into as many fulltime positions as appropriate staffing levels may then require and offer them to



the displaced Operations employees by overall seniority, subject to successful completion of training for the new job duties. Such employees shall: (i) receive the same rate of pay as they received in their former toll collection positions; (ii) remain members of the bargaining unit; and (iii) be afforded all of the contractual rights and benefits provided by this Agreement. The Employer reserves the right to eliminate any new fulltime positions by attrition.

In the event that any employee who was offered, and accepted, such a converted position vacates such position within one year of his or her acceptance, the displaced employees who were not offered such converted positions at the time of conversion shall have a right of recall by overall seniority, subject to successful completion of training for the new job duties.

The intent of this provision is to provide for the continued employment of as many of the displaced Operations employees as is reasonably possible. However, the Employer has an obligation to operate efficiently, with appropriate staffing, and the number of fulltime positions to be offered to displaced employees may be less than the number of eliminated positions, depending upon the number of casual positions then existing and the Employer's staffing needs. Nothing in this Agreement is intended or shall be interpreted as a no lay-off provision.

Other than as specifically set forth in this section, the Employer shall retain all management rights as set forth in Article IV of this Agreement.

#### ARTICLE XXVII - ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties on all issues that were or could have been the subject of negotiation between them. During

the term of this Agreement, neither party will be required to negotiate with respect to any such subject matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated and/or executed this Agreement.

#### ARTICLE XXVIII - TERMINATION OF AGREEMENT

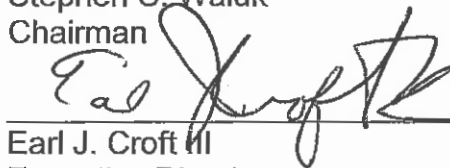
This Agreement shall be effective as of July 1, 2014, and shall remain in full force and effect until June 30, 2017. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the termination date of its desire to modify this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals this 17<sup>th</sup> day of October, 2014.

THE RHODE ISLAND TURNPIKE  
AND BRIDGE AUTHORITY



Stephen C. Waluk  
Chairman

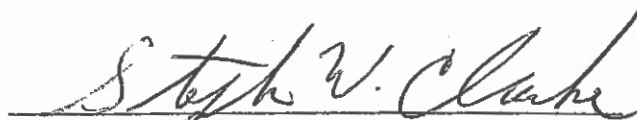


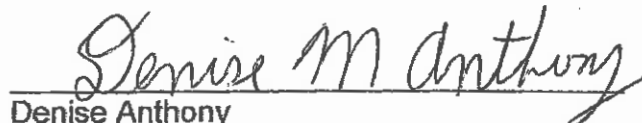
Earl J. Croft III  
Executive Director


UNITED SERVICE AND ALLIED  
WORKERS OF RHODE ISLAND



Karen B. McAninch, Business Agent

  
Stephen W. Clarke, Sr., Steward

  
Denise Anthony

  
Alan R. Tolleson

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**MEMORANDUM OF AGREEMENT**  
**(Article 5.10 – Vacant Shifts – Call List)**

This **MEMORANDUM OF AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of May, 2011, by and between the United Service and Allied Workers of Rhode Island ("USAW-RI" or the "Union") and the **Rhode Island Turnpike and Bridge Authority** ("RITBA").

RITBA and USAW-RI are parties to a collective bargaining agreement in effect from July 1, 2008, through June 30, 2011 (the "CBA"). The CBA includes Article 5.10, which provides, in pertinent part, as follows:

5.10 Overtime opportunity will be offered to employees within classification and work location by seniority on a rotating basis and any employee who does not accept the opportunity for overtime shall be considered as having accepted the opportunity for the purpose of rotation. If an employee is unable to be reached, he/she will retain his/her position on the list...

On or about May 20, 2009, Director of Operations Marianne Hillier issued a Memorandum entitled, "Procedure for Overtime." The May 2009 Memo provides, in pertinent part, as follows:

**To Fill Toll Collector OT:**

1. Go to toll collector list and begin at #1 and continue down the list until the vacancy is filled.
2. After exhausting the toll collector list and the vacancy has not been filled, go the Supervisor Call List and offer OT to the Collector/Supervisor that is next on the list.
3. Go to Casual Toll Collectors last.

**To Fill Supervisor OT:**

1. Go to the Supervisor list and begin at #1.
2. After exhausting the Supervisor list, go to the toll collector OT list and offer OT to a Toll Collector/Supervisor next on the list.

**NOTE: The Senior Supervisor or Collector/Supervisor will be inside the building.**

On or about December 31, 2010, an overtime shift became available. The first employee on the call list was not called because she had taken a holiday; the second employee on the list had called in sick for an earlier shift that day; and the third employee, collector/supervisor [REDACTED], was not called because he had not worked a full work week, having taken a sick day earlier in the week. The fourth employee on the list accepted the shift.

A dispute has arisen between RITBA and the Union, and a grievance has been filed on behalf of Mr. [REDACTED] regarding his not being offered the overtime shift that became available on December 31, 2010. (the "[REDACTED] Grievance"). RITBA and the Union now wish to resolve this matter and settle it finally, completely, and forever, as well as any related or further claims, known or unknown, that either of the parties has made or could have made against each other, upon the terms and conditions herein set forth.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, RITBA and the Union, therefore, mutually agree as follows:

1. **Compensatory Time.** Upon execution of this Agreement, RITBA will credit to Mr. [REDACTED] eight (8) hours of compensatory time. This credit shall not constitute an admission of any violation of the CBA and shall be made without prejudice to the position of RITBA regarding the operative language of the CBA and past practice.

2. **Call List and Eligibility.**

(a) An employee on the call list who would not receive time and one half for the available shift (because the employee has not worked 40 hours) shall remain eligible to be called and offered the shift. The employee may then work the shift and either (a) elect to receive straight time for the shift, thereby receiving straight time pay for 48 hours in that work week; or (b) notify RITBA that he or she wishes to "save" the sick or vacation day used earlier in the week and substitute the available shift, thereby receiving straight time pay for 40 hours in that work week.

(b) Employees on the call list shall retain their respective positions on the list whether they accept an offer to work a vacant shift or not, provided, however, that an employee who works the vacant shift, either at time and one half or at straight time, shall be moved to the bottom of the list for purposes of the call-in rotation.

(c) Notwithstanding the foregoing, an employee on the call list whose absence (either because of sickness, vacation, or other leave) has caused a shift to become available or who is absent (either because of sickness, vacation, or other leave) when a shift becomes available shall not be eligible to be called and offered any shift within the 24-hour period that includes the employee's absence but shall retain his or her position on the call-in list.

(d) Upon execution of this Agreement, RITBA will instruct supervisors to follow the procedure for filling available shifts set forth in the Memorandum attached hereto as Exhibit A.

3. **Grievances.** The Union agrees that the [REDACTED] Grievance may be and is hereby withdrawn with prejudice, and that no further grievances will be filed regarding the overtime call list other than in accordance with the terms of the CBA, as modified by this and any other Memoranda of Agreement.

4. **No Precedent.** Neither this Agreement nor the facts involved in it will establish a precedent or past practice or will serve as the basis of any new grievance, but this Agreement shall constitute an agreed-upon interpretation of Article 5.10, as supplemented by the May 2009 Memorandum, for the balance of the contract term with regard to the overtime call list. This Agreement will not be used in any forum, except to enforce the terms of this Agreement.

**RHODE ISLAND TURNPIKE  
AND BRIDGE AUTHORITY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**UNITED SERVICE AND  
ALLIED WORKERS OF RHODE  
ISLAND**

Date: \_\_\_\_\_

By: \_\_\_\_\_





## HOLIDAY CALL LIST

HOLIDAY DAY DATE

Name


Deadline Date \_\_\_\_\_

This is in compliance with ARTICLE V  
Section 5.12 between RITBA & USAW RI

B-2

## NEXT TO BE CALLED

[illegible]

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY**

**Position:** Maintenance

**Reports to:** Chief of Maintenance

**Nature of  
Work:**

The functions of this position include maintaining and repairing all physical facilities and equipment associated with the Rhode Island Turnpike and Bridge Authority, installing equipment necessary for the proper functioning of the bridges and assisting in the physical operations where necessary, such as insuring the bridge is clear for traffic and supervision temporary help for specified jobs. Maintenance employees perform day-to-day overall duties based on established standard practices and proceed alone, referring major decisions and questionable cases to the Chief of Maintenance. This position has daily reporting as well as job-related contact with the Chief of Maintenance and job-related contact with consulting engineers on a periodic basis. This position requires an individual to occasionally supervise temporary help working on short-term projects.

**Position**

- Responsibilities:**
1. Receives general work orders from Chief of Maintenance concerning work priorities and organizes daily work around this order.
  2. Maintains on a daily basis the grounds, buildings, and vehicles of RITBA, insuring that everything is in good condition and working order.
  3. Maintains on a daily basis the bridges and associated facilities, repairs immediate problems within capability, and reports any problems requiring assistance.
  4. Inspects and maintains in detail, based on a schedule established by consulting engineers, all bridge facilities, including lighting, communication system, support systems, super-and substructures, and all related items; and repairs where possible and reports major work needed.
  5. Supervises and assists temporary help on specified work projects, such as painting, ironwork or other projects related to maintenance, repairs, installation, improvements or other matters.
  6. Assists Plaza Supervisor to insure that traffic will run smoothly over the bridge, including installing and maintaining signs and routing devices as needed, assisting with vehicle traffic problems; and assisting with pedestrian problems on bridge and other related matters.
  7. Performs other related duties as assigned.

**Knowledge,  
Abilities and  
Skills:**

For the maintenance position, an individual should have a working knowledge of general maintenance work related to buildings, grounds, and bridge structures. This would include basic knowledge of plumbing, electrical fixtures, landscaping, painting, concrete work, ironwork and automotive maintenance. An individual should have the ability to climb structures as needed, to diagnose defects in physical facilities and to understand general mechanical, electrical and structural functions.

Skills necessary are a general capability to operate a variety of machines and perform basic repairs concerning Authority facilities.

**Training and  
Experience:**

An individual should be trained or have experience in general maintenance and repair work as would have occurred in broad shop training in vocational programs or on-the-job training.

Considerable experience in a technical field, such as carpentry, electricity, ironwork or major structural painting is necessary for this position. This experience would enable the individual to meet all normal or typical work situations associated with the position.



**RI Turnpike and Bridge Authority**  
**January 1, 2014 Renewal**

Benefit	Healthmate Coast-to-Coast \$2,000/\$4,000 Aggreg Deductible Plan
Office Visits	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible <i>*Preventive services covered 100% per federal healthcare reform</i>
Chiropractic Coverage	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible 12 visits per calendar year
Prescription Drugs	\$3 / \$12 / \$35 / \$60 / \$100 Mail Order 2.5 x copay for 90 day supply
Emergency Care	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible
Hospitalization	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible
Outpatient Services	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible
Preventive Lab & Testing	100%-Preventive lab work only
Routine/Diagnostic Lab & X-Rays	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible
Machine tests(MRI,CT scan, etc.)	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible
Routine Eye Exams	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible
Physical/Occupational/ Speech Therapy	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible unlimited visits speech; 10 visit limit for PT/OT - add'l visits subject to approval
Ambulance	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible
Durable Medical Equipment	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible no annual max.
Home Care & Hospice Care	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible
Inpatient Mental Health Care	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible (no day limit)
Outpatient Mental Health Care	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible unlimited visits per year
Inpatient Substance Treatment	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible (no day limit)
Outpatient Substance Abuse	100%, after \$2,000 ind.\$4,000 fam. aggregate deductible unlimited visits per year
Dependent Coverage	All eligible dependents to age 26
In-Network Deductible/Co-Pay	\$2,000 ind.\$4,000 fam. aggregate deductible
In-Network Out-of-Pocket Max	\$2,500 ind. \$5,000 fam. Aggregate
Out-of-Network Deductibles	\$4,000 Ind., \$8,000 fam. aggregate deduc.
Out-of-Network Coinsurance	80% / 20% coinsurance
Out-of-Network Out-of-Pocket Max	\$5,000 Ind., \$10,000 fam. aggregate deduc.

## RI TURNPIKE + BRIDGE AUT

**Product Name:** Delta Dental Premier  
**Plan Type:** National Coverage

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. These benefits are listed according to the level of coverage (i.e. 100%, 80%). Your group number is 1274-0001. Coverage for benefits with time limitations (i.e. 6, 12, 24, 36 or 60 months) is calculated to the exact day. Benefits are available the following day.

**The annual maximum is:** \$1,200.00 per member per calendar year  
**The annual deductible is:** \$0.00  
**The maximum lifetime cap:** Unlimited

**Pretreatment estimates are recommended for underlined procedures.**

**Plan pays 100%; Member Coinsurance 0%**

- Oral exam - once per calendar year performed by a general dentist
- Cleaning - twice per calendar year
- Fluoride treatment - for children under age 19 once per calendar year
- Bitewing x-rays - one set per calendar year
- Complete x-ray series or panoramic film once every 36 months
- Single x-rays as required
- Sealants for children under age 14, once every 24 months on unrestored permanent molars
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings. Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- Space maintainers once every 60 months for lost deciduous (baby) teeth
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasings or relining of partial or complete dentures once every 60 months
- Crowns over natural teeth, build ups, posts and cores - replacement limited to once every 60 months

**Plan pays 50%; Member Coinsurance 50%**

- Periodontal maintenance following active therapy - two per year
- Bridges, build ups, posts and cores, crowns over implants - replacement limited to once every 60 months
- Partial and complete dentures - replacement limited to once every 60 months
- Root planing and scaling once per quadrant every 24 months.
- Osseous (bone) surgery once per quadrant every 24 months (bone grafts are not covered).
- Gingivectomies once per site every 24 months.
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per site every 60 months

**Dependent coverage** - Dependent children are covered up until the end of the year that they turn age 19.

Dependent children who are full or part-time students over age 19 are covered as long as they stay in school or up until the end of the year that they turn age 26.



### Wellness Incentive Program

**Goal:** The Rhode Island Turnpike and Bridge Authority and the Union have agreed to integrate preventative and wellness behaviors into the group health plan program by offering reductions in employee premium contributions or cash incentives subject to payroll deductions (at the employee's option) to employees who participate in the group health plan and who take certain measures designed to prevent illness/injury and promote wellness for themselves and their dependents, as hereinafter set forth. Cash incentives shall be subject to regular withholdings but shall not be considered compensation for purposes of establishing base rate, overtime rate, or retirement plan contributions.

<b>FY12 Wellness Incentive Activities*</b>	<b>Incentive</b>
1. <b>Health Assessment</b> On-line completion, with appropriate steps taken to ensure health care confidentiality	\$100.00
2. <b>Wellness Coaching Programs</b> On-line completion of up to three programs such as: weight, heart health, stress, pre-diabetes, exercise or nutrition	\$50 each up to \$150 maximum
3. <b>Preventative Screenings</b> Incentive for up to four of the following visits or tests: Annual well physical or gynecological exam Basic metabolic panel Cervical cancer screening (PAP smear)/PSA screening Mammograms Pre-natal obstetrical care Colonoscopy Flu shot PSA Screen	\$50 each       up to \$150 maximum
4. <b>Participation in Body Mass Index Testing at Health Fair</b>	\$50
5. <b>Non-Smoker or Completion of Smoking Cessation Program</b>	\$100
6. <b>Blood Pressure in Healthy Range</b> (Note: National Institute of Health's target is $\leq 120/80$ ) First year will use "generous" target: $\leq 140/90$ Subsequent years will use "standard" target: $\leq 130/85$ [Or completion of an alternative program if there are medical reasons why the member cannot participate in this incentive.]	\$100

**Total Potential Incentives:**

Up to \$250 individual/\$500 employee plus one and family per year in 1<sup>st</sup> year of CBA; up to \$300 individual, \$600 employee plus one and family in 2<sup>nd</sup> and 3<sup>rd</sup> years of CBA, to be credited against premium contributions due and payable by employee

Additional Options for Future Years:

- Participation in Biometrics Testing at On-Site Health Fairs: TBD  
Must complete all four: glucose test (diabetes), cholesterol, Blood pressure and Body Mass Index
- LDL Cholesterol in Healthy Range: TBD  
[Or completion of an alternative if there are medical reasons why the member cannot participate in this incentive]

\*Wellness Incentive activities may change each year, subject to mutual agreement.