

MEMORANDUM OF TENTATIVE AGREEMENT

This Memorandum of Tentative Agreement (hereinafter "Agreement") is entered into this ____ day of September, 2024 by and between the State of Rhode Island (the "State") and the Educational Support Professional Association/NEARI (the "Association").

WHEREAS, the State and Association have engaged in collective bargaining negotiations for a collective bargaining agreement commencing July 1, 2024; and

WHEREAS, the State and Association have reached this Agreement, which shall be subject to ratification by the member labor organizations of the Association; and

WHEREAS, as a result of the agreement reached between the State and the Association, the collective bargaining agreements of all Coalition members shall be amended to provide the benefits and provisions as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the exchange of which is hereby acknowledged by the State and the Coalition, it is hereby agreed as follows:

1. The State and Association shall enter into collective bargaining agreements commencing July 1, 2024, and expiring June 30, 2027.
2. The Article X Overtime, Shift Differential, and Call In Time provisions of the collective bargaining agreements between the State and the Association will be amended as follows:

ARTICLE X OVERTIME, SHIFT DIFFERENTIAL AND CALL IN TIME

A. Overtime

1. Overtime shall be defined as the required performance of work within the MBU's classification in excess of the established work week.
2. Overtime shall be offered to MBUs on the basis of their seniority in their classification at the campus at which they are employed. If MBUs within that classification and campus do not volunteer to perform the overtime, it may be offered to bargaining members in that same classification, by seniority, on a rotating basis, at the other campus a MBU offered overtime will be excused at their request, provided other MBUs are available and willing to meet the need; and any MBU so excused shall

not be offered overtime work again, until name comes up again in the seniority rotation. In the event an insufficient number of MBUs within the classification at all campuses voluntarily accept the assignment, the College may direct and require MBUs within the classification and campus to perform the work when necessary for the efficient conduct of the business of the College. Such required overtime assignments shall be made in the reverse order of seniority on a rotating basis.

3. Overtime shall be authorized by a supervisor outside of the bargaining unit. However, MBUs shall be notified of overtime by their immediate supervisor.
4. Time and one-half shall be paid for work performed in excess of the established work week. However, in any event a MBU may elect to accrue compensatory time at one and one-half (1 ½) time, in lieu of cash. Such compensatory time shall be discharged, with the approval of a supervisor outside of the bargaining unit, within eighty (80) calendar days of time earned. If the MBU is not permitted to use compensatory time within eighty (80) calendar days, the college will pay the MBU for that time.
5. Whenever a MBU is required to work on a holiday which falls on their regularly scheduled work day, they will be credited with the number of hours in their official schedule for that day plus the number of hours actually worked at the rate of time and one-half.
6. Overtime work is to be made a matter of record and distributed on a seniority basis among MBU's within their respective classifications. An overtime list will be maintained and posted in a manner that allows equal access and visibility to all members. Overtime will be offered to the next senior person on a rotating list who will have the first choice of all overtime shifts available at that time, the process continuing down the rotating list until all overtime shifts have been filled. If the MBU declines the overtime, they are not offered overtime until the next time the MBU name comes up in the rotation. ~~in each department on the department bulletin board.~~
7. A record of overtime work will be furnished to the Association at the close of each pay period following a request from the Union.
8. In the event that the Association has reason to believe that overtime is being unfairly and inequitably distributed within the bargaining unit, the Association may, upon request with reasonable notice, inspect records of overtime. Upon finding such inequities in granting overtime, the Association will file a group grievance.
9. No MBU who has performed work before or after scheduled shift hours will

have the right or will be required by the State, by reason thereof, to take time off to equalize their working hours.

10. Hours credited for holidays shall be considered as time worked for the purpose of computing overtime.

B. Calling of Overtime

1. Officers Overtime Shifts

Overtime shall be defined as both shift coverage (compensated by the CCRI Police Department) and special details (not originally compensated by the CCRI Police Department).

For the shifts that fall on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Easter, and Thanksgiving, if at a given Step no officer is willing to work an eight (8) hour shift, that eight (8) hour shift may be offered and filled with two (2), four (4) hour shifts.

Overtime will be offered as follows:

Step One: Officer's overtime shifts shall first be offered to Officers on the basis of primary seniority at the campus at which they are employed on a rotating basis. The next senior person on the rotating list will have first choice of all available overtime shifts at that time, the process continuing down the rotating list until all overtime shifts have been filled. If the MBU declines the OT, they are not offered OT until the next time the MBU name comes up in the rotation.

Step Two: Should the process indicated in Step One fail to generate a sufficient number of Officers from the campus at which they are employed to staff the detail overtime, the College shall then offer the detail overtime to Officers at all other campuses, by seniority and on a rotating basis.

Step Three: Should the process indicated in Step Two fail to generate a sufficient number of Officers to staff the detail overtime, the College shall then offer the detail overtime to Lieutenants based at the campus where the detail overtime was generated. The offer shall be made by seniority and on a rotating basis.

Step Four: Should the process indicated in Step Three fail to generate a sufficient number of Lieutenants from the campus where the detail overtime was generated, the College shall then offer the detail overtime to Lieutenants at all other campuses. The offer shall be made by seniority and on a rotating basis.

Step Five: Should the process indicated in Step Four fail to generate a sufficient number of Lieutenants to staff the detail overtime, the College shall be entitled to require (force-in) the most junior Officer, at the campus from which the detail overtime work originated, to perform the work. Such force-ins shall be made on a rotating basis, per past practice, beginning with the most junior Officer. Anytime Campus Police Officer or Campus Patrol Person is forced in, they will be compensated time and one half for all hours worked. Officers scheduled to begin pre-approved vacation or a pre-approved personal day, may not be assigned forced overtime. In the event of a violation, the officer will receive double time and one half.

Step Six: Should the process indicated in Step Five fail to generate a junior Officer to perform the work at the campus from which the detail overtime work was generated due to the unavailability of the Officers assigned to that campus based upon preapproved vacation(s), sick leave, injury leave or because the Officer who would be assigned would be required to work in excess of sixteen (16) consecutive hours, the College shall be entitled to require (force-in) the most junior Officer from the other campuses to perform the work. Such force-ins shall be made on a rotating basis, beginning with the most junior Officer and shall be made through all officers in the bargaining unit. Any officer who is not available or skipped shall remain at the top of the list.

Preapproved vacations in this provision shall mean those vacations approved prior to the occurrence of injury leave or sick leave. If vacations are approved subsequent to the occurrence of injury leave or sick leave which the College knows or should know would result in a shortage of staffing, resorting to Step Six is prohibited.

The College shall notify the CCRI ESPA President prior to implementing Step Six.

1. Seniority throughout this agreement refers to primary seniority within the ESPA Union.

2. Except as modified by this Agreement, pertaining to the College Police Department, the terms of the Collective Bargaining Agreement shall remain unchanged and shall not set precedence regarding overtime generated for any other department within the College that employs MBU's.

B.C. No MBU shall be required to work more than sixteen (16) consecutive hours except in a State emergency or when relief has been delayed. In cases where relief has been delayed, an MBU may work more than sixteen (16) consecutive hours,

but not more than twenty (20) consecutive hours, unless it unduly disrupts operations. The responsibility for determining whether there would be a disruption of operations shall fall to the Associate Vice President for Administration. Upon completion of this extended overtime, the MBU will be given eight (8) hours off. If the eight (8) hours off overlaps the MBU's regularly assigned shift, the MBU shall be placed on administrative leave with pay for the hours that overlap.

C.D. Shift Differential

1. The evening tour of duty shall mean the shift commencing at 3:00 P.M. and ending at 11:00 P.M. or commencing at 4:00 P.M. and ending 12:00 midnight. The night tour of duty shall mean the shift commencing at 11:00 P.M. and ending at 7:00 A.M. or commencing at 12:00 midnight and ending at 8:00 A.M.
2. All MBUs, who are permanently assigned to work sixteen (16) or more hours of a forty (40) hour work week or fourteen (14) or more hours of a thirty-five (35) hour week during the "evening tour of duty" or during the "night tour of duty," shall receive shift differential at the rate provided for in Paragraph (7).
3. Any full-time MBU, who is assigned to work during the "evening tour of duty" or the "night tour of duty" for less than sixteen (16) hours or fourteen (14) hours, shall be compensated for the hours actually worked at the rate of shift differential provided in Paragraph (7).
4. Any MBU assigned to the day schedule who is required to change that schedule to work an evening or night tour of duty in place of that MBU's regularly scheduled hours shall receive shift differential pay for such evening or night tour of duty hours actually worked.
5. Any MBU assigned to the day schedule who is required to work on the evening or night tour, in addition to working their daily assigned work shift, shall be compensated for hours worked on the evening or night shift at the rate of time and one-half their normal hourly rate in accordance with Section A of this Article.
6. Any MBU who normally works an assigned evening or night tour of duty, who is requested to work the day shift following the completion of their evening or night tour of duty will be compensated for those additional hours of work assigned by receiving time and one half for those additional hours worked in accordance with Section A of this Article.
7. The shift differential shall be an additional ~~one dollar and fifty cents~~~~seventy cents~~ ~~(.70 cents)~~ \$1.50 per hour.
8. MBUs hired into state service on or after June 29, 2014, shall not receive

shift differentials for hours worked between 7 a.m. and 3 p.m. Shift differentials will only be paid in accordance with agreed upon contract language.

D.E. An after-hours on-call system for snow events will hereby be established and managed by the Chief of Police and Director of Facilities respectively, or their designee.

After hours on-call schedule is defined to be any time after the end of an employee's shift through the beginning of their next shift.

All bargaining unit employees in the Physical Plant Department who volunteer to participate in the on-call system are required to, and agree to, respond to a phone call or text during their on-call rotation and report to work. Failure to report to work two-one times in a six-month period will result in removal from the on-call list and disqualification from receiving the on-call stipend call incentive rate from that point forward.

All bargaining unit employees participating in the on-call system including snow removal shall receive an additional \$1.00 per hour incentive rate added to their base rate for the 13 pay periods beginning with the first pay-period paid starting in October. ~~annual stipend of One thousand forty (\$1,040.00) dollars per calendar year; payable in two equal installments of five hundred twenty (\$520.00) dollars on October 1 and April 1 each academic year.~~

Said ~~amount~~ rate, as detailed above, shall be prorated effective the first day of the first pay-period beginning after being assigned to the on-call system for those bargaining unit employees assigned on-call on a date other than the beginning date of six (6) month period.

With respect to work required to be performed on a designated holiday, the parties agree that holiday pay shall be so applied in accordance with the contract.

E.F. Call In Time

1. MBUs may be called in to report to work after having left their place of employment and outside their regular scheduled work hours for emergency reasons only. MBUs shall receive not less than four (4) hours pay at their overtime rate.

3. The Article XI Seniority provisions of the collective bargaining agreements between the College and the Association will be amended as follows:

ARTICLE XI

SENIORITY

A. Seniority

1. It is hereby agreed that the parties hereto recognize seniority within a class of position in all cases of shift preference, transfer, days off, vacation time, holiday time, layoffs and recalls. The effect of seniority on promotions shall be as set forth in Section B. Promotions.
2. Primary Seniority - length of service in current class of position within the bargaining unit, in State classified service, computed from the date that employment commenced in the current class of position within the bargaining unit (as per Section 6 and 7 below).
3. Secondary Seniority - length of service in previously held class of position within the bargaining unit, in State classified service, in which the MBU held permanent status, computed from the date employment commenced in said class of position within the bargaining unit. For purposes of layoff, secondary and primary seniority shall be added together to determine years of service (as per Section 5 and 6 below).
4. State Seniority- length of State service (base entry date).
5. Whenever MBUs in the same division have the same start date, seniority will be determined by date of application stamped by the HR Department.
6. Seniority shall only be broken for resignation, retirement, discharge for good and just cause, exceeding an authorized leave of absence, failure to return for recall pursuant to Section D.3 of this Article; or when an MBU is separated from State classified service for more than three (3) consecutive years.
7.
 - a. Seniority shall continue to accrue during all periods of active employment and authorized leaves of absences, except leaves to protect status.
 - b. Seniority shall not continue to accrue during periods of layoffs, nor shall it be broken, except pursuant to A (6).
8. Bargaining unit seniority in State classified service, regardless of class of position, within a department/subdivision shall be used to resolve any conflicts due to days off, vacation time, holiday time, leaves of absence. When a subdivision shall be used to resolve any conflicts due to days off, vacation time, holiday time, leaves of absence. When a subdivision is composed of a member of small areas (one [1] person offices) the Dean or Director shall resolve the above state conflicts based upon A (7).

B. Promotions

1. The implementation of A.1 regarding promotions shall be in accordance with the following procedure:
2. All new and vacant positions to which recruitment is to be initiated, and current positions for that classification that are changed to or from Academic Year, shall only be posted on the State's internet opportunities website for a period of ten (10) calendar days and notice of such vacancies shall be sent to the Association at the time of posting via electronic means. MBUs who apply for such vacancies shall do so via the State's internet employment opportunities website. MBUs shall be provided reasonable access to State computers for the purposes of reviewing and applying for online postings.
3. The Association and Administration agree that in the best interest of both parties, active attempts to promote from within the bargaining unit should be made. The resultant benefits, in terms of productivity and MBU's morale, are self-evident.
 1. When there are six (6) or more MBUs on the certified promotional list, the promotional vacancy shall be filled from within the bargaining unit.
 2. When there are less than six (6) MBUs on the certified promotional list, a reasonable effort will be made to fill the vacancy from within the bargaining unit. However, selection shall be made from among the six (6).
 3. Where no list exists for certification, a reasonable effort will be made to fill the vacancy within the bargaining unit in accordance with the following:
 - 1) When an MBU within the bargaining unit applies for a new or vacant position within the bargaining unit, and they are determined by the Administration to be at least equally qualified to the best qualified applicant, then the MBU shall be appointed to the position.
 - 2) Whenever there are equally qualified candidates for the positions in the bargaining unit, the seniority of candidates in the bargaining unit shall be the determining factor in filling the position.
 - 3) This section is subject to the Affirmative Action Policy of the department, as well as applicable laws and regulations. MBUs who apply for and who meet the qualifications for posted bargaining unit vacancies shall, if they request, be given an interview with the search committee, if such

interviews are conducted and as long as such is consistent with affirmative action and applicable laws and regulations.

4. The Search Committee Guidelines will require the search committee chair or their designee to notify the candidates selected for interview, in writing, upon scheduling the interview appointment at least forty-eight (48) hours prior to any proficiency test that will be administered as part of the selection process.
5. A letter of acknowledgment shall be forwarded to the MBU upon receipt of a request for reassignment, transfer and/or a new position.
6. Any MBU who applied for promotional positions shall be informed of the disposition of their application in writing and shall be entitled to reasons why they were not chosen at a meeting with the Search Committee Chair, if the member so chooses.

C. Transfers

1. MBUs may bid for vacant positions of the same classification title within the bargaining unit on the basis of primary seniority. An MBU so transferred shall not be eligible to again be so transferred until three (3) months have expired from the date of the latest transfer. The limitation of three (3) months, however, shall not apply to MBUs in classifications that may be required to work a schedule other than the normal Monday through Friday daily work schedule. Transfers must be executed within ninety (90) calendar days of approval of the bid.
2. Transfers shall be implemented pursuant to Section 1 above regardless of whether the vacant position within the bargaining unit is full or part-time and/or regardless of whether the bidding MBUs in the same classification is full or part-time.
3. In the event of an involuntary transfer, pursuant to Section D.5 herein, the most junior MBU within the appropriate classification and in the affected area or department will be transferred to a position occupied by the most junior MBU in the appropriate classification. The President of the Association will be notified of all involuntary transfers.

D. Layoffs

1. Layoff shall be defined as any separation of a member of the bargaining unit from employment for any reason other than a discharge for good and just cause, or the expiration of a limited position and/or appointment pursuant to Section E. 7 of this Article.
2. In the event of a layoff in a class of position within an affected department,

subdivision or division, MBUs and the Union President shall be notified in writing of layoff. MBUs shall be laid off in the following order based upon primary seniority, regardless of full or part-time status:

1. Those with temporary status
2. Those with provisional status
3. Those with probationary status
4. Those with permanent status
5. Those with statutory status

Four (4) weeks' notice of layoffs shall be given to the MBUs so affected and the Union President

- a. An MBU so notified shall have the right to displace the most junior MBU in the bargaining unit in the same class of position, based upon greater primary seniority.
 - b. Provided further that any MBU in 1, 2, 3, 4, or 5 above who had been previously permanent in a next lower class of position shall have the right to displace the most junior MBU in the bargaining unit in such next lower class of position based upon greater secondary seniority.
 - c. MBUs may exercise their secondary seniority within the bargaining unit in a class of position in which they held permanent status, and in which said MBU has greater secondary seniority.
 - d. If the MBU is unable to exercise their primary or secondary seniority advantageously, they may exercise their State seniority for any same or lower class of position in the bargaining unit for which they are eligible, that is, for which a list exists; or in which they can perform if no list exists for the position. The MBU shall have the right to displace the most junior MBU in the bargaining unit in said class of position based upon greater State seniority.
 - e. In the application of c and d above, the State will attempt to waive or modify any law or regulation which would in any way deny preferred treatment for the MBU to qualify for the positions which they can perform.
 - f. Part-time MBUs may only exert seniority rights over other part-time MBUs. However, any part-time MBU who exercises said seniority rights shall not have their number of hours and/or benefits changed as a result.
 - g. Full-time MBUs may only exert seniority rights over other full-time MBUs.
3. a. Prior to any bumping process pursuant to Sections 1 and 2 above, the State shall offer an affected MBU the option to accept a position in an available existing vacant comparable position within the bargaining

unit. Comparable shall be defined as:

1. within the same classification
2. having the same hours (full-time to full-time; part-time to part-time)

b. An MBU who was in a permanent position and is placed into a limited position and/or appointment pursuant to this Section shall retain all seniority and bumping rights provided in this Article upon the expiration of the limited position and/or appointment.

c. If an affected member of the bargaining unit refuses placement in the existing vacant comparable position, they will be laid off in accordance with Article XI D.

4. Recall of any MBU who has been laid off shall be in the reverse order of the procedure as stated above for layoffs. Any person who has held permanent status and who has been laid off shall have their name placed on the preferred re-employment list for this bargaining unit. No appointment may be made to any position covered by the agreement in a class affected by a layoff while a MBU who has been laid off is available for certification from a re-employment list.

MBUs with permanent status affected by a layoff action will be placed on a preferred re-employment list and shall be recalled in order of seniority as described above. MBUs who refuse recall from the preferred list to a permanent position- shall waive all recall rights provided herein and shall be placed on the appropriate re-employment list. A permanent MBU who is recalled to a limited position and/or appointment shall have their name retained on the preferred re-employment list for recall to a permanent position. A permanent MBU may not refuse recall to a limited position and/or appointment. An MBU who held a permanent position at the time of layoff and is recalled to a limited position and/or appointment, shall retain all seniority and bumping rights provided in this Article upon the expiration of the limited position and/or appointment.

A full-time MBU does not waive recall for refusing a part-time position.

A part-time MBU does not waive recall for refusing a full-time position.

All recall notices shall be sent certified mail, return receipt requested.

Unpaid sick leave and personal leave accruals will be frozen for three (3) years from date of layoff.

5. Any involuntary transfer which results from the implementation of this Section will be done in accordance with Section C-3 of this Article.

E. Limited Positions and/or Limited Appointments

1. Limited positions and/or limited appointments shall be defined as those with a known termination date.
2. Limited positions and/or limited appointments shall be posted as such.
3. A MBU filling a limited position and/or appointment of six (6) months (i.e., thirteen [13] bi-weekly pay periods) or more shall receive all rights and benefits of this Agreement except as defined in Section 6 below.
4. A MBU filling a limited position that was established for six (6) months or more shall receive all rights and benefits of the Agreement even if their appointment is for less than six (6) months.
5. A MBU filling a limited appointment of less than six (6) months to a permanent position shall receive all rights and benefits of the Contract.
6. If the status of a limited position and/or limited appointment changes to that of a regular position, it shall not be posted.
7. All limited positions and/or appointments which are continued or extended beyond their initial termination date shall not be posted.
8. A MBU hired into a limited position and/or appointment shall not, upon the expiration of the limited position and/or appointment, have the right to exercise bumping rights pursuant to Section D of this Article. MBU shall receive benefits pursuant to Article 11. A.6.
9. A MBU who accepts a promotion into a limited position and/or appointment, and who held permanent status in a lower class of position, shall be placed on leave to protect status for the first six (6) months. After the six (6) months and when the MBU completes satisfactorily the probationary period, the MBU will be entitled to exert seniority rights at the end of the limited appointment in accordance with Article 10.
10. A MBU who laterally transfers into a limited position and/or limited appointment caused by a leave to protect status (in a State funded position) shall have the right to exercise bumping rights pursuant to Section D of this Article if the MBU on leave to protect status returns to the position.
11. A MBU who laterally transfers into a limited position and/or limited appointment, which exists for reasons other than as stated in Section 10

above, shall not upon the expiration of the limited position and/or limited appointment have the right to exercise bumping rights pursuant to Section D of this Article. Said MBU shall receive benefits pursuant to Article 11. A.6.

Reorganization

12. A reorganization shall be defined as:

when a position(s) currently held by a member(s) of the bargaining unit on the college position control list for a division is moved between subdivisions or between divisions.

13. It is a reassignment to move positions within a subdivision.

14. Definitions:

- a. Division - a unit headed by a Vice-President;
- b. Subdivision - a unit headed by a Dean, Director, or equivalent position, which has supervisory control over one (1) or more departments. Subdivisions include but are not limited to units headed by Deans and Directors.
- c. Department - a unit headed by a Dean, Director, Chairperson, or equivalent position, and not designated above as a Division or Subdivision.

G. Reassignment

1. A reassignment shall be defined as when a position currently held by a member of the bargaining unit on the College position control list is moved within a subdivision, from one department to another.
2. MBUs notified of reassignment shall have the right to either accept the reassignment or to be assigned to the position held by the most junior MBU, based upon primary seniority within the affected class of position, with the subdivision. The most junior MBU shall then be reassigned as provided herein.
3. The Union President will be notified by the Director of Personnel, or their designee, of a reassignment prior to sending written notices to the affected MBUs at least two (2) weeks prior to the effective date of reassignment with copies sent to the Union President.

H. Transfer in Emergency Situations to a Vacant Position

1. In the event of an emergency situation - defined as thirty (30) calendar days and shall not reoccur - the College may transfer any member of the

bargaining unit within the sub-division to staff a vacant position for the emergency situation, except when Section e applies.

- a. In the event the emergency situation cannot be staffed within the subdivision, the College may transfer the least senior MBU in the appropriate classification within the division.
- b. Such transfers shall require forty-eight (48) hours' notice in writing to the affected MBU and the Union President prior to the effective date of transfer.
- c. In unusual circumstances, which may require more than thirty (30) days or less than forty-eight (48) hours' notice, the Union President and the Director of Personnel shall meet to mutually agree to any exceptions to the above.
- d. The Union President and the Director of Personnel or their designee shall meet prior to implementation to discuss the changes.
- e. A MBU transferred to a vacant position which is a different class of position than the one the MBU holds shall not be required to perform the work outside of their class of position, unless authorized in writing pursuant to Article 6.G.
- f. A MBU so transferred under this subsection shall be eligible for mileage which shall be calculated as the difference between home to office and home to temporary assignment.

I. Transfer in Emergency Situations to Other Than a Vacant Position

1. ~~1.~~—In the event of transfer in an emergency situation to other than a vacant position, the College may transfer a member of the bargaining unit for the duration of the emergency situation.

J. Short Term Transfer Due to Vacation or Illness

The college may make short-term transfers in the following manner:

Step 1: Short-term transfers shall first be filled by requesting volunteers by classification.

Step 2: Should the process in Step 1 fail to generate an MBU to fill the short-term vacancy, the college may request volunteers from other ~~classificaitons~~ classifications.

Step 3: Should the process in Step 2 fail to generate an MBU to fill the ~~short term~~ short-term vacancy, the college may assign the most junior MBU that can be assigned with the least disruptions to the college operations.

The college will reimburse the impacted MBU with mileage per the college's mileage policy if the assignment is at another campus.

- a. The Union President and the Director of Personnel shall meet prior to a transfer to discuss the situation.
 - b. Such transfers shall require notice in writing to the affected MBU and the Union President, reasonably in advance of the transfer.
 - c. A MBU transferred to a position which is a different class of position than the one the MBU holds shall not be required to perform the work outside of their class of position, unless authorized in writing pursuant to Article 6.G.
 - d. A MBU so transferred under this subsection shall be eligible for mileage which shall be calculated as the difference between home to office and home to temporary assignment.
4. The Article XIX Probationary MBU' and Due Process provisions of the collective bargaining agreements between the College and the Association will be amended as follows:

**ARTICLE XIX
PROBATIONARY MBU's AND DUE PROCESS**

A. Probationary MBU's

1. All original appointments and promotional appointments shall be considered as probationary MBU's for the first one hundred thirty (130) days worked of their continuous employment and shall serve at the pleasure of the College.

Any promotional appointee who is dismissed from the position to which they were promoted during the probationary period or at the conclusion thereof shall be restored to their former position.

2. During this probationary period, the MBU will be evaluated by the MBU 's immediate supervisor every two (2) months. The MBU and the supervisor shall discuss the MBU 's performance and shall be notified in writing of the evaluation after each evaluation is made, and if appropriate, the supervisor shall offer constructive criticism to enable the MBU to improve their performance. In no case shall any evaluation of an MBU be based on

hearsay. Evaluation reports will be placed in the MBU 's personnel file. The MBU shall have the right to attach appropriate comments to any evaluation.

3. At the end of the probationary period, a decision will be made whether to retain or terminate the MBU. If the MBU is not notified, in writing, that their services are not satisfactory, or that their continued employment is not desired at the expiration of the probationary period, then s/he shall be continued in their employment. Any MBU may be dismissed by the College during the probationary period for reasons relating to the MBU 's lack of qualifications or for the good of the service. Such dismissal shall be in writing with a copy sent to the MBU and the Union President.
4. The Union recognizes and agrees that the State has the right to perform personnel performance reviews.

B. Counseling

As a general matter, the parties agree that, where appropriate, it is a good practice to engage in counseling prior to entering into the discipline process.

C. Due Process

1. Disciplinary action may be imposed upon an MBU only for just cause and must be issued by a supervisor outside of the bargaining unit. Any disciplinary action imposed upon a MBU may be processed as a grievance through the regular grievance procedure as outlined in Article 12. If the appointing authority outside of the bargaining unit has reason to discipline a MBU, it shall be done in a manner that will not embarrass the MBU before other MBU's or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the MBU. After a period of two (2) years for a written reprimand and one (1) year for an oral reprimand, if the MBU has not

committed any further infractions of appropriate rules and regulations, the written reprimand and written notations of oral reprimands shall be expunged from the MBU 's personnel records. Each MBU shall be furnished with a copy of all performance evaluations or disciplinary entry in their personnel record and shall be permitted to respond thereto. The contents of a MBU 's personnel record shall

be disclosed to the MBU 's union representative only with the written consent of the MBU. Where appropriate, disciplinary action or measures shall include only the following:

- a. Oral Reprimand
- b. Written Reprimand
- c. Suspension
- d. Discharge
- e. Demotion where appropriate

After a period of four (4) years, if the MBU has not committed any further infractions of appropriate rules and regulations, suspensions of five (5) days or less will be automatically removed from the MBU 's personnel records. The preceding sentence shall apply to suspensions of five (5) days or less issued prior to and after the ratification of the agreement.

When any disciplinary action is to be implemented, the Appointing Authority shall before such action is taken, notify the MBU and the Union in writing of the specific reasons for such action.

2. If the Appointing Authority decides to demote, suspend or terminate a MBU, the MBU and Union President shall receive two (2) weeks' notice in writing. In the event that circumstances warrant, the Appointing Authority shall not be required to give the MBU two (2) weeks' notice for termination.
3. The Appointing Authority shall not discipline a MBU without just cause. Within two (2) weeks of a suspension or discharge, the Union may file a grievance with the State Labor Relations Administrator as set forth in Article 12, and such hearing shall be held no later than three (3) days after the Union's request.
4. In the event that the MBU is dismissed, demoted or suspended under this Section, and such MBU appeals such action, and their appeal is sustained, they shall be restored to their former position and compensated at their regular rate for any time lost during the period of such dismissal, demotion or suspension.
5. An MBU may be granted a demotion, upon request, when recommended by the Appointing Authority and approved by the Personnel Administrator. In this instance their current status shall be transferred to the lower class.

6 An Arbitrator shall be empowered to change the disciplinary action if they determine the action taken was not warranted under the circumstances.

IN WITNESS WHEREOF, the parties have hereto set their hands 21st day of August, 2024.

FOR THE STATE:

State of Rhode Island

Date

FOR THE ASSOCIATION:

Robert Antonson, Union President
Educational Support Professional Association

Date